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November 5, 2010

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VIA HAND DELIVERY

Ms. Shawn Woodhead Werth
Commission Secretary
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: MUR 6054
The Honorable Vern Buchanan,
Vern Buchanan for Congress
and Joseph Gruters, as Treasurer

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COMMISSION
2010 NOV -5 PM 4: 39
OFFICE OF GENERAL
COUNSEL

Dear Ms. Werth:

Please find attached the joint reply brief of Congressman Vern Buchanan, Vern Buchanan for Congress, and Joseph Gruters, as Treasurer, to Office of General Counsel's ("OGC") brief recommending that the Federal Election Commission ("Commission") find probable cause in the above-referenced matter.

Initially, after we received the OGC's brief we requested complete and true copies of each document and deposition transcript cited in the brief. We also requested documents that are alluded to in the OGC's arguments, but not formally cited in the brief. In some instances, the OGC denied our request for access to these documents. In our view, OGC should have granted us access to each document, including interview notes, cited or alluded to in the brief. Given the breadth of exculpatory evidence OGC failed to include in its brief, OGC's failure to provide us with full access to all the facts at this stage of the proceedings is troubling, to say the least.

In addition, the OGC informed us in response to our requests for documents that a few citations in the brief are mistakes, and that the final brief will contain the correct citations. If any of the arguments, allegations, or evidence cited in the final brief that is submitted to the Commission change in any manner, we must be given an opportunity to review such changes and submit a supplemental brief in response. The Federal Election Campaign Act and Commission regulations specifically provide that the OGC must provide a respondent with the brief containing the factual allegations and legal arguments supporting its probable cause recommendation. Failure to provide us with this opportunity to review and respond to any additional arguments, allegations and evidence not contained in the brief we received from the

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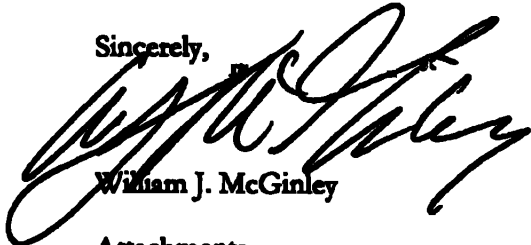
Ms. Shawn Woodhead Werth
November 5, 2010
Page 2

OGC on October 21, 2010 would raise serious procedural and substantive due process concerns. A copy of the OGC's brief is attached for your convenience and review.

Finally, by this letter we are requesting an oral hearing before the Commission to discuss and respond to the serious allegations contained in the OGC's brief. Congressman Buchanan and his campaign should be entitled to present their case directly to the Commission. In addition, we intend to discuss the arguments contained in the OGC's brief and the exculpatory evidence in this matter. Please let us know at your earliest convenience whether our request has been granted.

Please do not hesitate to contact us with any questions.

Sincerely,



William J. McGinley

Attachments

cc: Christopher Hughey, Esquire
Acting General Counsel

Christopher DeLacy
Holland & Knight
Counsel to Congressman Vern Buchanan

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MUR 6054

**JOINT RESPONSE OF VERNON G. BUCHANAN, VERN BUCHANAN FOR
CONGRESS, AND JOSEPH R. GRUTERS,
IN HIS OFFICIAL CAPACITY AS TREASURER**

The General Counsel's Brief in this matter is a marvel of one-sided advocacy. After OGC has invested two years and countless resources into this investigation, the OGC brief raises the issue of whether OGC can fairly analyze the actual evidence in this case. The answer is a resounding "No." In its zeal to target Vernon G. Buchanan, Vern Buchanan for Congress ("VBFC") and Joseph R. Gruters, VBFC Treasurer (collectively, "Respondents"), OGC relies exclusively on the testimony of *one* unreliable witness and his relative, conveniently omits crucial exculpatory information that contradicts OGC's ultimate conclusion, and contorts commonplace, lawful fundraising practices into *evidence* of wrongdoing. These three fatal flaws prevent OGC from meeting its required legal burden. Put simply, Respondents *did not violate* federal law or Federal Election Commission regulations.

Page 1 of 25:

ARGUMENT

I. OGC CANNOT MEET ITS STATUTORY BURDEN AND THE COMMISSION SHOULD THUS NOT FIND PROBABLE CAUSE.

Review of this matter must begin with the applicable standard, which OGC scarcely addresses in its Brief. 2 U.S.C. § 441f provides:

No person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall *knowingly* accept a contribution made by one person in the name of another person.

(emphasis added). Likewise, 2 U.S.C. § 441a(f) provides:

No candidate or political committee shall knowingly accept any contribution or make any expenditure in violation of the provisions of this section. No officer or employee of a political committee shall *knowingly* accept a contribution made for the benefit or use of a candidate, or *knowingly* make any expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under this section.

(emphasis added). To act "knowingly" means to act intentionally, deliberately, and voluntarily, rather than mistakenly or inadvertently. *S.E.C. v. Johnson*, 565 F. Supp. 2d 82, 87 n.5 (D.D.C. 2008): In circumstances such as these, a respondent "knowingly and willfully" violates the law *only* if "acts were committed with a knowledge of all the relevant facts and a recognition that the action is prohibited by law[.]" H.R. Rep. 94-917 at 3-4 (March 17, 1976) (emphasis added). Here, despite the improper conduct of key OGC witness Sam Kazran, Respondents did *not* engage in "knowing" or "willful" acceptance of reimbursed or excessive contributions. As such, the Commission should dismiss this case and decline to find probable cause.

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II. OGC'S CASE RISES AND FALLS WITH SAM KAZRAN, BUT HIS TESTIMONY IS NOT CREDIBLE AND HIS MOTIVES ARE TRANSPARENT.

OGC's case rests heavily upon the credibility of Congressman Buchanan's former business partner, Sam Kazran, who admitted that he reimbursed employee campaign contributions with partnership funds. OGC's blind reliance on Kazran is misguided for three reasons: first, Kazran has significant motive to fabricate testimony, which OGC has apparently not considered; second, Kazran is not a reliable witness; and third, Kazran's testimony is directly refuted by the testimony of other witnesses and other undisputed evidence, which OGC did not include in its Brief. Indeed, even Kazran, OGC's star witness, appears to dispute the veracity of OGC's allegations. In an October 18, 2010 letter, Kazran noted that he "strongly disagree[s] with some of the allegations made" by OGC. See Exhibit 1.

A. Kazran Has Significant Motive to Fabricate Testimony.

Kazran is currently in dire legal and financial straits as a result of recent litigation,¹ bankruptcies,² and OGC's investigation. His motivation to fabricate testimony in this matter, which should be clear to OGC, is omitted from the Brief. For example:

1. *Kazran has admitted to violations of 2 U.S.C. § 441f.*

As OGC is aware, Kazran has openly admitted to violating 2 U.S.C. § 441f:

I asked several key employees that I had trusted, had been with us for a long time, to write the check. They all told me that they don't have money, but I said, Go ahead and reimburse yourself. So that's what we did. They wrote a personal check, but at the same time -- in fact, before they -- the personal check went out, we issued a check from the company to them.

¹ See *1099 Mgmt. Co. v. Kazran*, No. 09-CA-18162 (Fla. Cir. Ct., filed July 14, 2009); *Kazran v. Buchanan*, No. 2008 CA 15448 NC (Fla. Cir. Ct. filed Sept. 25, 2008); *1099 Mgmt. Co. v. Gwinnett, L.L.C.*, No. 16-2008-CA-11480 (Fla. Cir. Ct., filed Sept. 4, 2008).

² See *In re Premier Chrysler, Jeep, Dodge, L.L.C.*, No. 08-07432 (Bankr. M.D. Fla. filed Nov. 11, 2008); *In re Premier Automotive on Atlantic, L.L.C.*, No. 08-6655 (Bankr. M.D. Fla., filed Oct. 28, 2008); *In re 11-2001 L.L.C.*, No. 08-6654 (Bankr. M.D. Fla., filed Oct. 28, 2008).

Kazran Dep. at 14. Kazran also implies that at least some of his violations were knowing and willful:

After that day, I got it. I knew that we're not supposed to be discussing this, that that's—there's—you have to know, I'm ignorant about this stuff up to that point. I've never contributed to any campaign. I don't know what the laws and procedures are. I became very aware once we had a problem at the Ford store.

Kazran Dep. at 37. Accordingly, the only issue in dispute is *why* Kazran reimbursed the campaign contributions. Because he faces significant civil penalties and possible criminal prosecution, Kazran has ample reason to wrongfully implicate Respondents with the hope of receiving lenient treatment from the Commission.

2. *Kazran is leveraging the Commission to settle an unrelated business lawsuit.*

Kazran is currently engaged in heated litigation with Congressman Buchanan regarding a business loan and has attempted to use OGC's investigation as leverage for a favorable settlement. See Buchanan Dep. at 138; Tosch Dep. at 73-74. He claims his cooperation with OGC was not intended to improve his financial situation, see Kazran Dep. at 74-75, but his actions belie this claim. As Mr. Tosch testified:

Q: Did you discuss these reimbursements with Sam Kazran?

A: No. Mr. Kazran — again, Mr. Kazran called and said, "If Mr. Buchanan continues to pressure me to pay back" — we sent him a demand for 2 1/2 million — we sent — our attorneys sent him a written demand for \$2 1/2 million. Mr. Kazran called me back and said, "If Mr. Buchanan pursues this and sues me and my wife, I'm going to allege" — "I'm going to say that Mr. Buchanan told me to reimburse employees, and here are the checks." The following day or that same day, he sent me that e-mail. That was in response to a demand by our attorneys for payment of \$2 1/2 million that Mr. Kazran had embezzled.

Tosch Dep. at 70-71.

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Indeed, from the very beginning, Kazran has attempted to take advantage of Congressman Buchanan's position as a Member of Congress. His clumsy attempts to use his allegations as leverage for settlement began in 2008 and have continued up to the present date. *See* Tosch Aff. ¶ 4. Kazran even suggested in an October 18, 2010, letter that Congressman Buchanan pay Kazran's \$136,000 civil penalty in this matter, and implies he has discussed this idea with OGC. *See* Exhibit 1. His attempt to use the pending investigation as leverage continued at least until October 27, 2010, when Kazran contacted attorneys for Congressman Buchanan threatening to make the pending investigation public by filing a lawsuit alleging damages based on the General Counsel's Brief.³ *See* Exhibit 2; Exhibit 3; Exhibit 4. OGC was fully aware of their key witness's threats. *See* Brief at 29 n. 10.⁴

B. Kazran Is Not a Reliable Witness.

For a variety of reasons beyond his financial and personal motive to misrepresent the truth, Kazran is not a reliable witness, and OGC's unfettered trust in him is misplaced.

1. Kazran has failed to repay Congressman Buchanan for a \$2.5 million loan.

In 2008, Congressman Buchanan loaned Kazran \$2.5 million for use at two Kia dealerships. Silver Aff. at ¶¶ 6-7. However, Kazran diverted a substantial portion of these funds to other entities in violation of the loan agreement. Silver Aff. ¶ 7; Tosch Dep. at 68. Kazran declared bankruptcy soon after and has failed to repay Congressman Buchanan's loan. *See In re Premier Chrysler, Jeep, Dodge, LLC*, No: 08-07432 (Bankr. M.D. Fla. filed Nov. 11, 2008); *In re Premier Automotive on Atlantic*,

³ Kazran's possible state court suit gives him further reason to shift responsibility away from himself and curry favor with OGC, as he can simply repeat his false allegations before the state court.

⁴ Though OGC repeatedly admonished witnesses during their testimony that FEC investigations are private and confidential, OGC has done nothing to deter its star witness Kazran's threat to breach that confidentiality in a public lawsuit against Congressman Buchanan. OGC apparently believes making an exception to its confidentiality concerns could avoid further damage to Kazran's credibility.

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L.L.C., No. 08-6655 (Bankr. M.D. Fla., filed Oct. 28, 2008). OGC omits this pertinent fact from its Brief.

2. *Kazran was jailed for contempt in Georgia.*

Kazran's lack of credibility should be evident to OGC given his deceit during a recent bankruptcy proceeding in Georgia state court, a case likely familiar to OGC as a result of its two-year investigation. In that case, Kazran was accused of concealing assets in violation of a court order and was found to be in civil contempt. *See* Exhibit 5; Exhibit 6. He spent time in jail in connection with the matter. *See* Exhibit 7. He is also accused of transferring funds two days after being instructed by a judge not to do so, and his deliberate misdeeds have continued at least until April of 2010. *See* Exhibit 5; Exhibit 8. OGC fails to note this case in assessing Kazran's credibility.

3. *Kazran did not disclose that his sole corroborating witness is his brother-in-law.*

Despite being asked during his deposition about Joshua Farid, Kazran failed to disclose that Farid is his brother-in-law. He referred to him only as his business "partner." *See* Kazran Dep. 9-10, 32. He was also asked about Farid's wife, Atefeh Farid, and failed to mention that she is his sister. Kazran Dep. at 51-52. This omission shows that Kazran withholds information – even when under oath to tell the whole truth – when he thinks the truth might be damaging to his story. Yet, OGC appears to not weigh this in judging Kazran's credibility.

C. Kazran's Testimony Is Factually Inaccurate and Contradicted by More Reputable Witnesses.

1. *Kazran is the sole firsthand witness supporting OGC's case.*

Although OGC has attempted to create the illusion that Kazran is not the only firsthand witness supporting OGC's theory, OGC's own briefing makes clear that no one can corroborate Kazran's testimony based upon firsthand knowledge. OGC refers to other witnesses in a vain attempt to bolster Kazran's credibility, and, by extension, OGC's case. However, upon closer examination, no other witness was privy to the alleged "conversations" Kazran claims he had with

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Congressman Buchanan.

Most disturbingly, Joshua Farid is presented as a corroborating witness, *see* Brief at 17 but OGC ignores his bias and inability to actually corroborate Kazran. In his deposition, Kazran states that Farid was in the room when Congressman Buchanan told Kazran to reimburse contributions. *See* Kazran Dep. at 13, 32, 72. However, Farid states in his affidavit that he heard about the instruction to reimburse only from Kazran, and he does *not* testify that he was in the room. *See* Farid Aff. ¶ 5. OGC fails to explain this inconsistency between the testimony of Kazran and Farid and is untroubled by its significance. *See id.* OGC also relies on Farid's recollection of an alleged "conversation that he overheard between Kazran and Buchanan in 2005 that corroborates Kazran's testimony," Brief at 17, but tellingly neglects to mention that Farid stated only that he overheard a phone conversation between Kazran and Congressman Buchanan. It is not clear from Farid's affidavit whether he was able to hear both sides of the alleged conversation. *See* Farid Aff. ¶ 4. In addition to possessing virtually no firsthand information regarding the interactions between Congressman Buchanan and Kazran, Farid is an obviously biased witness: he is intimately connected to Kazran both by marriage (to Kazran's sister) and by finances (as Kazran's business partner).

2. *Other witnesses presented as "corroborating" do not supply meaningful support for OGC's allegations.*

The remaining "corroborating" witnesses presented by OGC are Kenneth Lybarger, Controller of Suncoast Ford, and Gayle Lephart, Controller of Hyundai North Jacksonville. But Mr. Lybarger makes clear in his affidavit that "at no time have I ever met with or spoken to Vern Buchanan, or anyone who represented to be working with him on his campaign about his campaign." Lybarger Aff. ¶ 8. And even though Mr. Lybarger suggests that Gary Scarbrough, the operating partner at SunCoast Ford, may have ordered employee reimbursements, Mr. Scarbrough stated in sworn testimony that he did not recall doing so. Scarbrough Dep. at 19, 33-34, 41-42. Mr.

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Lybarger even submitted a supplemental affidavit to make abundantly clear that he did not attend or have direct knowledge of anything that occurred at an alleged meeting Mr. Scarbrough attended immediately before supposedly requesting the alleged reimbursement. Lybarger Supp. Aff. ¶ 2. Likewise, Ms. Lephart does not claim any firsthand knowledge; she simply avers that she overheard *Kazran's* half of a phone conversation that she "assumed" was with Congressman Buchanan, because "Mr. Kazran was frequently on the phone with Mr. Buchanan." Lephart Aff. ¶ 2. Thus, her testimony is of limited value. In short, neither of these so-called witnesses can truly support Kazran's false and biased claims, and Lephart's recollection of one side of a telephone conversation, Kazran's side, is obviously limited by how Kazran may have characterized the conversation.

3. *Kazran's testimony is contradicted by other partners and employees, and Congressman Buchanan himself.*

Kazran promises in his testimony that other Buchanan business partners and associates will eventually corroborate his testimony, *see* Kazran Dep. at 75, but OGC has utterly failed to unearth anyone to fulfill that promise. Instead, Kazran's story is completely contradicted by several other witnesses whose testimony OGC omits from its Brief. In response to a question during his deposition about whether he detected funds being withdrawn from Hyundai North Jacksonville's accounts to reimburse contributions to VBFC, Dennis Slater, former Chief Operating Officer of Auto Central Services, responded, "the answer to that very quickly is no." Slater Dep. at 80.

In addition, Mr. Scarbrough stated:

Q: Would you have been, again, if under oath someone told us that when you came back from that meeting you were excited and you wanted that person to make a contribution to the Buchanan campaign, gave them the amount to make the contribution and also told them to reimburse themselves from the Suncoast account, do you recall doing that?

A: No, I don't recall that ever happening.

Scarbrough Dep. at 41-42. Stephen Silverio, former partner of Congressman Buchanan, stated:

[Buchanan] never once alluded to the fact of anything about refunding them money back whatever they give.

Silverio Dep. at 61. And David Long, Operating Partner of Sarasota Ford, despite being accused by Kazran of reimbursing contributions, *see* Kazran Dep. at 16, stated:

Q: After making a contribution, did you offer them -- any of them anything because of their contribution?

A: No.

Long Dep. at 85.

The testimony of John Tosch, Vice President of Auto Central Services, also directly contradicts Kazran. Although Mr. Tosch is not extensively involved in Congressman Buchanan's political activities, he is likely the witness with the most knowledge of Congressman Buchanan's business activities other than perhaps Congressman Buchanan himself. If Kazran's allegations were factual, Mr. Tosch would be in a position to corroborate his testimony. Accordingly, it is particularly damaging to OGC's speculative theories that Mr. Tosch's testimony contradicts Kazran:

Q: Mr. Tosch, did Mr. Buchanan or any of his agents ever suggest that his business partners should raise funds for Mr. Buchanan's campaign by reimbursing employee contributions?

A: No, sir. No, sir.

Tosch Dep. at 36. OGC repeated this same question several times with Mr. Tosch, and each time Mr. Tosch answered in the same manner. *See, e.g.*, Tosch Dep. at 67.

In addition to rejecting Kazran's overall testimony, Mr. Tosch also provides critical repudiation of one particular aspect of Kazran's claims -- that dollar amounts discussed in the context of settling a business dispute were actually part of a coded discussion regarding reimbursements:

Q: So when he says -- "he," referring to Mr. Buchanan, has copies of 52k, it's your belief that he's not referring to the

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\$52,000 worth of reimbursed contribution checks?

A: Yes.

Q: He's not referring to the --

A: My understanding of this throughout the entire framework was that there was no mention, no discussion with me, no discussion with my outside counsel of reimbursement for campaign. It was attorney fees that Sam allegedly had incurred. He had two or three attorneys.

Tosch Dep. at 94. Likewise, despite pressure from OGC attorneys, Tosch stated:

Q: On Page 2 of this exhibit is the tail end of a list changes that Kazran wanted to be made to the terms of an agreement. At Number 7, or Paragraph 7, or Item 7 in that a list, Kazran appears to have written, "Vernon had mentioned he would want to reimburse the stores a bill that he and I spoke of, the total amount is \$83,500. He has copies of 52k. If he likes, I can get the rest or he can verify through his records. This was at his request." Is it your understanding the quoted text regarding the \$83,500 or the 52k refers to the HNJ funds used to reimburse contributions for Vernon Buchanan for Congress?

A: No, sir. That reference refers to reimbursement for attorney fees that he had incurred and would be incurring had he had a successful re-organization of his company and his obligations.

Tosch Dep. at 92-93. This exculpatory testimony, which significantly weakens OGC's case, was also not included in OGC's Brief.

Finally, Congressman Buchanan himself testified that he never had a conversation with Kazran in which he instructed Kazran to reimburse contributions. When OGC asked Congressman Buchanan on three separate occasions whether he had ever suggested that Kazran reimburse contributions, his response each time was "Absolutely not." Buchanan Dep. at 93, 99, 103. When asked whether Kazran ever told Congressman Buchanan that he intended to reimburse contributions, Congressman Buchanan's response was "No. In fact, I am sure I made it clear to him that you can't reimburse contributions." Buchanan Dep. at 93. As OGC is well aware, there is

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contemporaneous voicemail evidence of Congressman Buchanan emphasizing to Kazran, "I've always made it clear . . . that you can't reimburse people. They've got to give it on their free will." *See* Brief at 44. Despite Kazran's obvious credibility problems and bias, and despite unassailable, independent proof that Congressman Buchanan actively instructed against reimbursement of contributions, OGC inexplicably bases its case on Kazran's testimony and simply dismisses the Congressman's.

The Commission should be troubled that OGC is well aware of all the negative and contradictory facts about Kazran, yet omitted virtually all of them from its Brief. OGC ignored these facts because it cannot explain them and has no response to them. The fact that OGC has pursued this case for two years does not give it license to simply omit exculpatory evidence that contradicts its theory of the case.

III. OGC'S BRIEF IS ONE-SIDED AND INCOMPLETE, AND OMITTS SIGNIFICANT EXCULPATORY EVIDENCE.

A. OGC Fails to Adequately Note that Respondents Made a *Sua Sponte* Submission on this Matter Two Years Ago.

OGC acknowledges only derisively Respondents' *sua sponte* submission to the Commission, which was filed over *two years ago* on October 6, 2008. *See* Exhibit 9. The information disclosed to the Commission came to light during the course of the threatened litigation between Congressman Buchanan and Kazran. Upon discovering Kazran's wrongdoing, Respondents conducted a full investigation and disclosed to the Commission all relevant information in their possession. As Respondents noted at that time, the contributions received were all facially permissible under Commission regulations, and in no instance did Respondents engage in a knowing or willful violation of federal law. Each check was drawn on a personal or joint checking account and the amounts complied with the applicable contribution limits for the election cycle in question. *See id.* at 1-3. Respondents' reaction to Kazran's wrongful activities – a thorough internal investigation and a

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voluntary self-disclosure – is strong evidence that Respondents did not knowingly violate federal election law.⁵ OGC scarcely acknowledges the submission and fails to recognize the serious challenge it represents to proving its allegation of Respondents' knowing intent.

B. OGC Omits Significant Exculpatory Evidence.

In addition to its failure to acknowledge the problems with Kazran's testimony, OGC also fails to acknowledge the credibility problems of certain other witnesses and conveniently omits significant exculpatory evidence from its Brief:

1. Rosa's testimony is not credible.

OGC's Brief uses the deposition testimony of Salvatore Rosa, former Chief Financial Officer of Auto Central Services, as the first piece of "evidence" that Congressman Buchanan and VBFC committed a knowing and willful violation of the law. Brief at 3. The Brief relies on two pages from Rosa's deposition to create the illusion that Congressman Buchanan, despite knowing of the prohibition on reimbursing contributions "since the early 2000's," asked Rosa to "finesse" a reimbursement to a business partner. But in addition to the fact that Congressman Buchanan directly denied Rosa's allegations, *see* Buchanan Dep. at 73-74, Rosa is simply not a credible witness. The OGC's Brief misleadingly implies that Rosa has personal knowledge pertinent to the current allegations against Respondents but fails to disclose that Rosa has not worked for the Congressman for *eight years*. Rosa's departure from Congressman Buchanan's automotive business was not by

⁵ Given the cooperative spirit in which Respondents approached the Commission, the facts of this matter align with the Commission's stated policy on accepting *sua sponte* submissions. *See* Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions), 72 Fed. Reg. 16695, 16697 (April 5, 2007) (stating that the following factors will be taken into consideration, among others: "Investigative and corrective actions," "Full cooperation with the Commission," and "Full disclosure of the violation to the Commission"). Yet, OGC barely notes that the genesis of this matter was VBFC's own unprompted report.

Rosa's choice,⁶ and Rosa appears to harbor continued animosity toward Congressman Buchanan.⁷ Currently, Rosa is employed by City Automotive Group, a competitor to Congressman Buchanan's automotive business. Rosa Dep. at 7.

Furthermore, although Rosa's employment for Congressman Buchanan ended on December 31, 2003, he waited nearly five years, until July 31, 2008, to air his allegations. Rosa Dep. at 7, 71. Rosa's motive in using these allegations as leverage became clear when he asked his lawyer to notify Congressman Buchanan of the allegations shortly after they were made. Rosa Dep. at 72-73; Rosa Dep. Exhibit 2. As Rosa was making formal allegations against Congressman Buchanan, he was also

⁶ Rosa stated that Congressman Buchanan told him in February or March of 2003 that he would be hiring a new Chief Financial Officer who had the expertise to handle more sophisticated and complex financial transactions. Rosa Dep. at 58. When Congressman Buchanan told Rosa that he would be hiring a new CFO, Rosa stated that he knew "the handwriting was on the wall" and he would be leaving. Rosa Dep. at 58-59. However, Rosa directly contradicts himself when he stated that at the time of the alleged reimbursement instructions from Congressman Buchanan in June 2003, "I was still employed and knew I would still be employed." Rosa Dep. at 26. It is impossible for Rosa to simultaneously know that the "handwriting was on the wall" regarding his departure and be certain that he "would still be employed" by Congressman Buchanan. In addition, the unsolicited defense of his employment status at the time of his false allegations when it had not been challenged leads to questions about why Rosa felt it was necessary to lie about the security of his job at the time.

⁷ Rosa describes his work experience for Congressman Buchanan as "hostile," but at the same time describes the Congressman as gracious during the time of Rosa's departure. Rosa further claims that he "was subject to a hostile work environment," that he hired legal counsel to represent him, and that he could have brought a lawsuit against Congressman Buchanan "at any point in time." Rosa Dep. at 56-57. Rosa complained of the heavy workload his superior John Toschi assigned to him, which required him to work late on weeknights and occasionally on the weekend. Rosa Dep. at 57-59. In fact, Rosa complained publicly about his workload to a local elected official who was a colleague of Congressman Buchanan's. Rosa Dep. at 63-64. Rosa adamantly states that he did not "resign" from his job, but rather alleges Congressman Buchanan "drove [him] out of the organization." Rosa Dep. at 9, 56-57. However, he contradicts himself two sentences later when he says he told Congressman Buchanan that he would depart on a day of his choosing. Rosa Dep. at 57. Although Rosa complained of a hostile work environment, Rosa states that Congressman Buchanan let Rosa continue to work for him while looking for another job, and Rosa used Congressman Buchanan as a reference when Rosa attempted to move back into the Florida market in 2006. Rosa Dep. at 8, 57.

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talking with members of the media about a wide range of allegations against Congressman Buchanan in what appears to be a coordinated attempt to discredit the Congressman and use the fact that he was a candidate for leverage. Rosa Dep. at 65-67; Rosa Dep. Exhibit 3. Rosa even admits that a complaint was filed with the Florida Bar Association regarding Rosa and his attorney's contact with Congressman Buchanan, which included a demand of money from Congressman Buchanan. Rosa Dep. at 53-54.

As a final point, even assuming *arguendo* that Rosa's allegations are truthful, they are well beyond the statute of limitations. As the Commission is aware, the statute of limitations on criminal violations of the Federal Election Campaign Act is five years. 2 U.S.C. § 455. The statute of limitations for civil violations is also five years. 28 U.S.C. § 2462.

2. *Mr. Silverio's testimony is contradicted.*

OGC's Brief treats the allegations of Mr. Silverio, a former Buchanan partner who mistakenly alleges that Mr. Slater advised partners they could reimburse contributions, *see* Brief at 7, 11, as conclusive. However, OGC overlooks the fact that none of the witnesses they interviewed -- including those present when Mr. Slater is alleged to have made the statement -- can confirm Slater's comments. Indeed, Mr. Tosch, who was sitting near the other partners when Mr. Slater allegedly suggested that partners should reimburse employees for contributions, *see* Silverio Dep. at 47, states that neither Congressman Buchanan, nor any of his agents, ever suggested reimbursing employee contributions. *See* Tosch Dep. at 36. Furthermore, Slater denies any knowledge of reimbursed contributions until he learned of them through the news media. *See* Slater Dep. at 68. This leads to the obvious conclusion that Slater did not advise the partners to reimburse employee contributions. Unfortunately, OGC never allowed Slater to refute this charge directly, and instead included Silverio's uncorroborated claim in the Brief as fact. OGC's failure to locate a single document to support Silverio's testimony and its concurrent inability to address the inconsistencies

underscores the weakness of OGC's case. Moreover, OGC omits the fact that Mr. Silverio was aggravated about being solicited for contributions, and is therefore unlikely to remember such solicitations in a dispassionate manner.⁸

3. *Yvonne Buchanan's contemporaneous email indicates VBFC staffers were unaware of Kazran's reimbursements.*

OGC fails to acknowledge that Yvonne Buchanan, Congressman Buchanan's sister-in-law who worked for VBFC and maintained an office at Buchanan's business location, stated, "We've never reimbursed anyone," in response to an email from Mr. Tosch asking for the "names of the people who were reimbursed from SunCoast Ford and SunCoast Mitsubishi." Gruters Dep. Exhibit 3. This statement was made *before* the *sua sponte* submission or the initiation of the Commission's investigation and serves as compelling evidence that Respondents did not know about or engineer reimbursement of campaign contributions.

4. *Mr. Slater provided significant exculpatory testimony.*

Mr. Slater clearly testified that he did not discover that partners were using the dealership's funds for improper purposes. Slater Dep. at 35. Furthermore, in response to a question about the allegations of employee reimbursements, Mr. Slater noted he had "never heard anybody complain

⁸ For instance, Mr. Long testified as follows:

A: I think Mr. Silverio had some choice words to say about contributing.

Q: His own contributions?

A: He was "screw him" kind of thing. I don't think he was really that interested in contributing.

Q: So when did that -- when did you hear that?

A: I felt comfortable enough asking Steve, "Hey, are you contributing? Are you giving," blah, blah, blah. And he was like, "F him," the way I remember it.

Long Dep. at 73.

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unless they had left the employment or had left being a partner" and that such an allegation "smells like it's retribution rather than fact." Slater Dep. at 71. Mr. Slater was also not personally reimbursed:

Q: Did you ever get anything in return for you and your wife's contribution to Buchanan's campaign, including cash, checks, other favors, use of his vacation home, or anything else of value?

A: The only thing I have gotten out of this whole thing is sitting here today.

Q: So that's a no?

A: That's a no.

Slater Dep. at 90-91. Despite the fact that Mr. Slater's sworn testimony directly refutes OGC's allegations, none of these exchanges appear in OGC's Brief. Once again, OGC omitted exculpatory evidence that does not fit its theory of the case.

C. "Inconsistencies" Highlighted by OGC Are Either Trivial, or Not Inconsistencies at All.

OGC devotes significant verbiage to recounting what it believes are "inconsistencies" in the testimony from Respondents and various witnesses. These so-called "inconsistencies" are either based upon testimony from Kazran, who has minimal credibility, or are simply irrelevant to this inquiry:

1. "Inconsistencies" regarding partner meetings are irrelevant.

OGC breathlessly reports that Congressman Buchanan, Mr. Tosch, Mr. Gruters, and Mr. Slater provided inconsistent information regarding the number of partner meetings Congressman Buchanan attended. However, OGC fails to explain why these minor inconsistencies about meetings that occurred years ago are meaningful or relevant. It would be absurd to expect perfect uniformity of memory about routine events that occurred several years ago. To the extent Congressman Buchanan and the other witnesses could not precisely recall the number of meetings

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Congressman Buchanan attended, such discrepancies are inconsequential. Indeed, the important fact to glean from testimony regarding partner meetings is that nothing unlawful ever occurred at the meetings.

2. *"Inconsistencies" regarding whether Congressman Buchanan asked Kazran to fundraise are irrelevant.*

Congressman Buchanan testified that he could not remember whether he ever directly asked Kazran to fundraise for his campaign, *see* Brief at 34, which prompted OGC to highlight campaign records showing pledge amounts attributed to Kazran as an "inconsistency." However, OGC fails to explain why this alleged inconsistency is meaningful at all. *See* Brief at 34-35. Whether the Commission believes Congressman Buchanan did or did not ask Kazran to fundraise, both actions are absolutely within the bounds of the law. Certainly, asking donors to pledge particular fundraising amounts, and "following up with people," Gruters Dep. at 38, are both perfectly legal and commonplace.

Moreover, since becoming a candidate for federal political office on July 1, 2005, Congressman Buchanan has raised over \$12.5 million in campaign contributions, or an average of \$2 million per year for the last five and a half years. Implicit in this significant fundraising effort is the fact that Congressman Buchanan has solicited campaign contributions from countless supporters. In this context, Congressman Buchanan's inability to recall individual conversations with supporters or campaign contributions proves nothing, and OGC's reliance on this normal lack of recollection is fundamentally flawed.

3. *"Inconsistencies" regarding Congressman Buchanan's knowledge of Fundraising totals are irrelevant.*

OGC draws attention to the fact that Congressman Buchanan "testified that he did not report an individual partner's fundraising goal back to the campaign," Brief at 36, while campaign records and Mr. Gruters's testimony indicated that the campaign tracked the goals of donors who

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bundled contributions. But Congressman Buchanan's testimony can hardly be interpreted to say that the campaign did not ever check in on its bundlers. While he initially said, "no," to a question posed by the Commission attorney, Congressman Buchanan continued:

They might have talked to someone at the campaign, again, I don't know, but it wasn't -- you know, I would just -- they would just let me know, you know, maybe talk to them in the quarter, one other time, how are you coming, Joe or Frank or whatever, and whatever they ended up with, they ended up with, you know, but some people did better *than they said they were going to do*, some did less.

Buchanan Dep. at 41 (*emphasis added*). By his own words, Congressman Buchanan clearly acknowledged that donors both set goals *and* received follow-up calls from his campaign about their progress. While OGC implies otherwise, *see* Brief at 37, nothing can change the fact that the activities discussed in this testimony were and are absolutely legal, and indeed, they are common strategies for raising money.⁹ The alleged inconsistencies on this subject are simply nonexistent, and, even taking OGC's allegation at face value, absolutely immaterial.

4. *There are no "inconsistencies" regarding whether partners were instructed to reimburse.*

OGC triumphantly points out imperfections in Congressman Buchanan's memory regarding whether he personally told contributors about the illegality of reimbursing campaign contributions. *See* Brief at 39. Even if VBFC never sent warning letters to potential contributors regarding federal law, not sending such letters is hardly illegal. Certainly, OGC wildly overstates its case when it draws upon minor memory lapses to conclude that *all* of Congressman Buchanan's testimony on this issue "is not credible." Brief at 41. OGC's Brief repeatedly cites these types of unsupported conclusions,

⁹ As the General Counsel notes with apparent suspicion, counsel to VBFC mistakenly redacted recipient email addresses prior to disclosing to the Commission a document relevant to internal fundraising tracking. After receiving a question about the email from the General Counsel, counsel provided the unredacted document. The General Counsel has absolutely no grounds to imply that this omission was purposeful, and the redacted information does nothing to further OGC's case. *See* Brief at 38.

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while failing to acknowledge the lack of real evidence to support the allegations against the Respondents, or the crippling contradictions and credibility gaps that cut to the heart of OGC's key evidence.

5. *There are no "inconsistencies" regarding Kazran's threats.*

OGC's so-called "inconsistencies" in this area are subject to factual dispute only if Kazran's testimony is accorded weight. For the reasons articulated above, Kazran's testimony is not credible and is highly biased. His emails regarding amounts purportedly owed by Congressman Buchanan, *see* Brief at 42, do not suggest anything other than the fact that Kazran was frantically seeking, after the fact, to avoid taking financial responsibility for his own misdeeds. Moreover, the so-called "reimbursement" repeatedly referenced by OGC, *see* Brief at 42, was debunked by John Tosch himself, as detailed above.

6. *There are no "inconsistencies" regarding Congressman Buchanan's discussions with Kazran about "reimbursements."*

Like several of the alleged "inconsistencies" above, there are no factual disputes in this area unless Kazran's testimony is believable. Kazran's emails on the subject of reimbursement are entirely self-serving,¹⁰ and neither of the voicemails that OGC highlighted in its Brief contains any evidence of wrongdoing. Indeed, the first voicemail included in OGC's Brief consists of Congressman Buchanan stating to Kazran that "I've always made it clear . . . that you can't reimburse people. They've got to give it on their free will." Brief at 44. Finally, Congressman

¹⁰ Kazran's emails as cited in the General Counsel's Brief are self-serving and unsupported by the record. OGC presents the emails as irrefutable evidence, when in fact they unsworn, self-serving statements. It is worth noting that during roughly the same time period, Kazran was engaged in dishonest conduct in connection with the Georgia bankruptcy proceedings discussed above. Contrary to Kazran's intent, his emails resulted in Congressman Buchanan filing suit against Kazran and the filing of the *san sponte* submission by VBFC. In short, Congressman Buchanan called Kazran's bluff, leaving Kazran to defend the false allegations he tried to use to leverage a favorable settlement.

Buchanan's inability to remember whether he read or accessed certain emails is entirely beside the point, and the Commission fails to explain how any discrepancy on this topic is incriminating. See Brief at 45.

7. *There are no "inconsistencies" about the allegedly false affidavit.*

Remarkably, OGC simply adopts Kazran's statement that the affidavit presented to Kazran by attorneys for Congressman Buchanan was false. See Brief at 46. In fact, *it was entirely true*, and Kazran's refusal to sign it was caused only by apparent fear about his own liability. Congressman Buchanan stated multiple times that he had never seen the affidavit before it was presented to him during his deposition. Buchanan Dep. at 166, 171-172. The alleged "inconsistency" in this area is not an "inconsistency" at all, and again, Congressman's Buchanan's inability to remember the precise details of a document he had never seen is not only understandable, but also entirely immaterial.

IV. OGC HIGHLIGHTS COMMON PRACTICES AND WRONGLY IMPLIES THOSE PRACTICES ARE IMPROPER.

A. Facts Cited about Congressman Buchanan's Business Operations Do Not Show Wrongdoing.

OGC devotes substantial time and space to highlighting issues and actions that are entirely legal and commonplace. It is hardly surprising that a political campaign would set fundraising goals, seek commitments from contributors and follow up with them, or measure its fundraising progress based on FEC reporting periods. It is similarly unremarkable that a businessman would update his partners regarding the status of his political campaign. And noting that a majority partner has some authority in relationships with his minor business partners states the obvious. This entire line of argument in OGC's Brief is nonsensical and entirely misses the mark. For example:

1. *The SunCoast Ford refunds do not show evidence of wrongdoing.*

Most remarkably, OGC cites routine contribution refunds as evidence of wrongdoing,

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despite the fact that there is no affirmative duty for a political committee to notify the Commission of the exact basis for every campaign refund. *See* Brief at 16 (disdainfully noting that "VBFC never notified the Commission that SCF had reimbursed these contributions"). However, the fact that VBFC refunded contributions from the operating partner and three employees of SunCoast Ford after learning that they had been reimbursed is fully in line with Commission regulations.¹¹ It is also standard operating procedure for political campaigns.¹² Indeed, instead of bolstering the argument that VBFC engaged in illegal activity, this example ~~proves~~ VBFC's adherence to campaign finance law and its lack of "knowing" or "willful" intent.

2. *So-called power over minor partners is unremarkable.*

The most ordinary detail that OGC chooses to highlight is the fact that Congressman Buchanan had the power to offer greater business opportunities to his minor partners. This is simply a description of a normal, hierarchical business structure. Such a relationship does not translate into illegal activity. Predictably, OGC provides no evidence to support its logical leap and

¹¹ The Commission's own Candidate Guide provides:

If a committee deposits a contribution that appears to be legal and later discovers that it is prohibited (based on new information not available when the contribution was deposited), the committee must disgorge the contribution within 30 days of making the discovery. 103.3(b)(2). This situation might arise, for example, if the committee learned that a past contributor was a foreign national or had a contract with the federal government. As another example, the committee might find out that a corporation reimbursed employees for their contributions to the committee (and had thus made corporate contributions and contributions in the name of another).

Federal Election Commission, "Campaign Guide for Congressional Candidates and Committees," April 2008 at 31-32.

¹² *See e.g.,* Reid Wilson, *Obama Campaign Returning Foreign Contributions*, The Hill, July 29, 2009, available at <http://thehill.com/homenews/campaign/51213-obama-campaign-returning-foreign-contributions> (last accessed Nov. 2, 2010).

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ignores the fact that multiple partners and business associates testified under oath that Congressman Buchanan did not tell them or authorize them to reimburse campaign contributions. In fact, Mr. Silverio, a former business partner of Congressman Buchanan, stated that "[Congressman Buchanan is] a pretty persuasive man, but he didn't say anybody had to [contribute] . . . I think the way he asked for the contributions I think the partners felt obligated but I think it was more their own personal, psychological problem than it was anything else." Silverio Dep. at 52-53.

B. Facts Cited about VBFC Do Not Show Wrongdoing.

1. Soliciting business partners is not improper.

It is standard practice for a candidate to ask his partners and business associates to contribute to his political campaign. A candidate's network of personal and business contacts often forms the nucleus of his fundraising target list. It is only logical that Congressman Buchanan would inform his business partners about his political campaign and seek contributions from them. OGC's attempt to paint these activities as questionable or inappropriate is unavailing. *See* Brief at 9-11.

2. Seeking contribution "bundlers" is common practice.

It is exceedingly common for a candidate to delegate fundraising responsibilities to a small group of key supporters, who in turn seek contributions from their friends and associates.¹³ Political candidates frequently employ this strategy because it enables them to tap into multiple networks that they may not otherwise be able to reach, and it incentivizes supporters to bring more people into the campaign through their own networks of contacts. Both parties' presidential candidates employed the practice during the 2008 campaign, and it continues to occur in campaigns around the country.¹⁴

¹³ *See, e.g.,* Jim Drinkard and Laurence McQuillan, "Bundling" contributions pays for Bush campaign, USA Today, Oct. 16, 2003, available at http://www.usatoday.com/news/politics/elections/nation/2003-10-16-cover-bundlers_x.htm (last accessed Nov. 2, 2010).

¹⁴ *See e.g.,* Matthew Mosk and Alec MacGillis, *Big Donors Among Obama's Grass Roots, 'Bundlers' Have a Voice in Campaign*, Washington Post, Apr. 11, 2008, available at <http://www.washingtonpost.com/wp-dyn/content/article/2008/04/10/AR2008041004045.html>

VBFC's use of this wholly lawful technique does not indicate wrongdoing, contrary to OGC's implication. *See* Brief at 9-11.

3. *Tracking contributions and focusing on quarterly reporting is not evidence of wrongdoing.*

OGC's Brief also devotes substantial space to detailing VBFC's practice of tracking the supporters' fundraising commitments and encouraging donors to follow through on their commitments, especially before the close of a quarterly reporting period. *See*, Brief at 9-11. Again, this wholly lawful activity is not unusual and hardly suggests illegal conduct.¹⁵

On a related note, OGC misconstrues the importance of the quarter system to VBFC. Mr. Gruters explicitly denied that the "individual dates" of the quarterly reporting periods were the singular driving force in the campaign's fundraising. *See* Gruters Dep. at 27. Instead, he testified that campaign's goal was to raise "as much" money as possible. *Id.* In addition, Mr. Gruters notes that once Congressman Buchanan began serving in Congress, most campaign fundraising occurred at the end of the quarter because that was when he "had the most time and would be ready to focus on it." *Id.* at 117. Finally, Mr. Gruters clearly explained to OGC that the campaign also had monthly and event-based fundraising goals. *See id.* at 116, 118. OGC ignores these facts altogether.

4. *Choosing to raise funds from individuals instead of self-funding is not improper.*

As evidence of wrongdoing, OGC also describes Congressman Buchanan's goal to raise contributions from many individuals instead of funding the campaign with his personal resources. *See* Brief at 9. It is quite obvious why a candidate would prefer to draw upon the financial support of many supporters instead of financing a campaign with his own resources. Such an approach

(last accessed Nov. 2, 2010); Fredreka Schouten, *McCain uses 'bundler' money more than Obama campaign*, USA Today, July 16, 2008, available at http://www.usatoday.com/news/politics/election2008/2008-07-15-bundlers_N.htm (last accessed Nov. 2, 2010).

¹⁵ *See e.g.*, Josh Kraushaar, *The skinny on second quarter cash*, Politico, July 17, 2009, available at <http://dyn.politico.com/printstory.cfm?uuid=859B222C-18FE-70B2-A8A6E7EE8A54CFCC> (last accessed Nov. 2, 2010).

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suggests nothing about Respondents' adherence to the law.

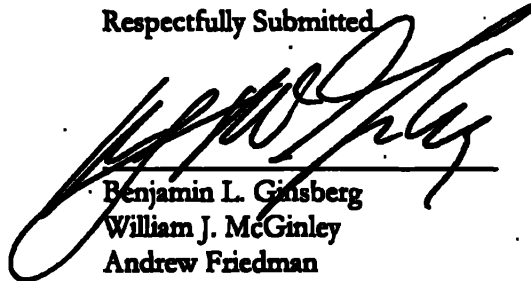
CONCLUSION

When the testimony of Sam Kazran is debunked, when the exculpatory information hidden by OGC is finally shown the light of day, and when one looks past OGC's unwarranted, speculative conclusions about routine fundraising activity, OGC's case does not come close to satisfying the relevant standard. OGC's two-year investment into this matter simply does not warrant finding probable cause where the evidence requires the opposite. Because OGC cannot meet its legal burden, Respondents respectfully request that the Commission dismiss this matter.

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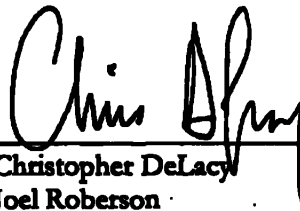
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November 5, 2010

FILE COPY

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

**FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
2008 OCT 24 PM 3: 51**

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

**PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,**

DEFENDANTS.

TOM LAWLER, CLERK

CIVIL ACTION FILE NO. 08A08973-1

**PLAINTIFF'S MOTION AND SUPPORTING MEMORANDUM FOR
ENFORCEMENT OF ORDER, FOR CONTEMPT, AND FOR SANCTIONS**

After a hearing on October 20, 2008 during which all the parties were represented by counsel, the Court entered an interlocutory injunction expressly restraining and enjoining Defendants from (i) withdrawing, paying or otherwise transferring funds derived from and of the Collateral, including without limitation, accounts, deposit accounts, and inventory; (ii) transferring, removing, disposing of, or altering any of the Collateral, including without limitation, accounts, deposit accounts, and inventory; and (iii) and taking any action related to any of the Collateral, including without limitation, accounts, deposit accounts, and inventory. Without seeking leave of Court (and without Plaintiff's permission or knowledge), Defendants willfully violated the interlocutory injunction by transferring at least \$167,843.00 in funds on October 22, 2008. Pursuant to the Court's inherent and contempt powers, Plaintiff requests (1) that Defendants immediately tender into the Court's registry \$167,843.00, the funds subject to the interlocutory injunction; and (2) that Defendants be ordered to show cause why they should not be held in contempt and punished as provided by law.

I. STATEMENT OF THE CASE

On October 3, 2008, Plaintiff filed this lawsuit seeking the appointment of a Receiver, entry of a Temporary Restraining Order, and a writ of possession with respect to Plaintiff's Collateral. (Compl.) Plaintiff immediately moved the Court for the appointment of a receiver and the issuance of a temporary restraining order prohibiting Defendants from withdrawing, paying or otherwise transferring any funds derived from operation or use of the Collateral except to the Receiver; from removing any Collateral from Defendants' places of business; from removing, destroying, concealing, changing, altering or otherwise disposing of any of the books and records related to the Collateral; and from taking any actions which interfere with the Receiver's rights, powers, duties and objectives, damage or diminish in any way whatsoever the Bank's Collateral, or otherwise impair or impede disposition of the Bank's Collateral. Defendants were notified of the hearing on Plaintiff's motion for appointment of receiver and for a temporary restraining order. See Exhibit A. Defendants' managing member, Sam Kazran, appeared at the hearing with counsel. Following oral arguments and tendering of evidence, the Court granted Plaintiff's Motion and immediately entered an Order Appointing Receiver, Granting Injunctive Relief, and Authorizing and Directing Payments into the Registry of Court. See Exhibit B. The Court verbally warned the parties that the Order was effective immediately and that any violation of the Court's Order would be punishable by contempt. Counsel for Defendants reviewed and approved the Order as to form prior to its submission to the Court.

Plaintiff recently learned that on October 22, 2008, two days after the entry of the interlocutory injunction, Defendants transferred \$167,843.00 in funds in violation of the Court's Order. See Exhibit C.¹ Defendants, and upon information and belief Mr. Sam Kazran

¹ This Motion was filed in the interest of time. Plaintiff will supplement this Motion with live testimony or an affidavit verifying the authenticity of the attached Regions Bank account records.

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specifically, transferred the following funds without seeking leave of Court, and without Plaintiff's permission or knowledge:

<u>Posting Date</u>	<u>Check Amount</u>	<u>Payee</u>
October 22, 2008	\$10,000.00	Jim Cifelli Law Firm
October 22, 2008	\$10,000.00	Cash withdrawal
October 22, 2008	\$20,000.00	Sam Kazran
October 22, 2008	\$20,000.00	Lucky Platinum
October 22, 2008	\$67,843.00	Internal Revenue Service
October 22, 2008	\$15,000.00	Matt Uribe
October 22, 2008	\$25,000.00	Law Offices Stutsman Thames
	TOTAL: \$167,843.00	

This conduct is in direct violation and contravention of the Court's Order. Defendants, and their officers, directors, representatives, agents, servants, employees, members, owners, accountants, partners, and/or anyone acting on behalf of or through them who directed these unlawful transfers, should be punished by contempt and ordered to immediately deposit \$167,843.00 into the Registry of the Court.

II. ARGUMENT & CITATION OF AUTHORITY

The Court is vested with certain powers to compel obedience with its orders. These powers are outlined, in part, in O.C.G.A. §§ 15-1-3, 15-6-8. Defendants' willful disregard for the interlocutory injunction in this case is punishable by contempt under both of these code sections.

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The Court has the power to "[t]o compel obedience to its judgments, orders, and process and to the orders of a judge out of court in an action or proceeding therein" and "[t]o control, in the furtherance of justice, . . . all other persons connected with a judicial proceeding before it, in every matter appertaining thereto." O.C.G.A. § 15-1-3(3),(4); West v. Field, 181 Ga. 152, 181 S.E. 661 (1935) (holding that all courts have the inherent power to punish for contempt). "The proper administration of justice demands that courts have the power to enforce their orders and decrees by contempt proceedings. Disobedience to the lawful order of a court is an obstruction of justice, and for such a violation the court, in order to compel respect or compliance, may punish for contempt." Griggers v. Bryant, 239 Ga. 244, 246, 236 S.E.2d 599, 601 (1977). "The basis for a contempt action is a 'willful' refusal to comply with a judgment or order of the court." Id. at 246; Lee v. Environmental Pest & Termite Control, Inc., 243 Ga. App. 263, 264, 533 S.E.2d 116, 118 (2000).

In this case, the Court entered an interlocutory injunction enjoining Defendants from transferring certain funds in their bank account at issue in this dispute. There is no dispute that Defendants had knowledge of the interlocutory injunction as evidenced by their managing member's presence during both the October 20, 2008 evidentiary hearing and the Court's pronouncement of its Order, and their counsel's involvement in the submission of the Order. Just two (2) days after the entry of the interlocutory injunction, Defendants improperly transferred the funds. Defendants' willful violation of the interlocutory injunction authorizes the Court to order Defendants to immediately tender into the Court's registry the funds (\$167,843.00) subject to the interlocutory injunction until entry of final judgment or the Court otherwise orders. See Courtesy Leasing, Inc. v. Christian, 266 Ga. 187, 465 S.E.2d 443 (1996) (court order directing funds to be paid into the court's registry until resolution upheld under

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authority of O.C.G.A. § 15-1-3(4)); Eichelkraut v. Camp, 236 Ga. App. 721, 725, 513 S.E.2d 267, 270 (1999) (holding that "[t]he broad powers given to trial courts by O.C.G.A. § 15-1-3(4) to manage the cases over which they preside authorized the trial court to order the funds deposited into the registry").

Under O.C.G.A. § 15-6-8, the Court also has the authority "[t]o punish contempt by fines not exceeding \$500 and by imprisonment not exceeding 20 days" and "[t]o exercise such other powers, not contrary to the Constitution, as are or may be given to such courts by law." O.C.G.A. § 15-6-8(5),(6). A party that violates a court order may be found guilty of either civil or criminal contempt, or both. See Ensley v. Ensley, 239 Ga. 860, 863, 238 S.E.2d 920, 923 (1977). The difference between civil and criminal contempt is the purpose of the contempt judgment: "[w]here the primary purpose is to preserve the court's authority and to punish for disobedience of its orders, the contempt is criminal. Where the primary purpose is to provide a remedy for an injured suitor and to coerce compliance with an order, the contempt is civil." Id. at 861; Lee v. Environmental Pest & Termite Control, Inc., 243 Ga. App. 263, 264, 533 S.E.2d 116, 118 (2000) (holding that "criminal contempt imposed unconditional punishment from prior acts of contumacy, whereas civil contempt imposes conditional punishment as a means of coercing future compliance with a prior court order"). In addition to ordering Defendants to tender the funds into the Court's registry, Defendants should be held in criminal and civil contempt.

Because Defendants willfully violated the Court's interlocutory injunction, Defendants and their officers, directors, representatives, agents, servants, employees, members, owners, accountants, partners, and/or anyone acting on behalf of or through them who directed these unlawful transfers, should be held in criminal contempt and punished as the Court deems

appropriate. See O.C.G.A. § 15-6-8(5); Reece v. Smith, Nos. A08A1217, A08A1218, 2008 WL 2814084, at *2 (Ga. App. July 23, 2008) (upholding trial court's order fining the parties \$500 and imprisoning them for twenty days after finding them in criminal contempt for violating trial court's orders). Defendants should also be held in civil contempt for their willful violation of the Court's order. See In re Orenstein, 265 Ga. App. 230, 393 S.E.2d 690 (2004) (holding that the court was authorized to fine contemnor \$500 per week until the matter had been resolved or until the sum paid equals the amount improperly withdrawn from the court's registry since O.C.G.A. § 15-6-8(5) is not applicable to sanctions imposed for civil contempt).

III. CONCLUSION

Defendants willfully violated the Court's interlocutory injunction by transferring funds in direct violation of the Court's Order. Plaintiff requests that this matter be set immediately for a show cause hearing as to why Defendants and their officers, directors, representatives, agents, servants, employees, members, owners, accountants, partners, and/or anyone acting on behalf of or through them who directed these unlawful transfers, should not be held in criminal and civil contempt. See Anthony v. Anthony, 240 Ga. 155, 240 S.E.2d 45 (1977).

Respectfully submitted this 24th day of October, 2008.

MILLER & MARTIN PLLC



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Attorneys for Plaintiff Bank of America, N.A.

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,

DEFENDANTS.

CIVIL ACTION FILE NO. 08A08973-1

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2008, a copy of the foregoing PLAINTIFF'S
MOTION AND SUPPORTING MEMORANDUM FOR ENFORCEMENT OF ORDER,
FOR CONTEMPT, AND FOR SANCTIONS was served upon all counsel of record by email,
facsimile, and Hand Delivery to the following:

James C. Cifelli, Esq.
Lamberth, Cifelli, Stokes, Ellis & Nason
3343 Peachtree Road, NE
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(404) 262-9911 (facsimile)
jcfelli@lcsenlaw.com

By:


Jennifer B. Grippa

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FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

2008 OCT 20 AM 10:31

BANK OF AMERICA, N.A.,

PLAINTIFF,

V.

PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,

DEFENDANTS.

TOM LAWLER, CLERK

CIVIL ACTION FILE NO. 08A08973-1

COPY

CERTIFICATION BY PLAINTIFF'S ATTORNEY
OF NOTICE TO DEFENDANTS

The undersigned attorney for Plaintiff, Bank of America, N.A., (the "Plaintiff"), hereby certifies that the following notice has been given to Defendants Premier Chrysler, Jeep, Dodge, LLC, Summit Automotive Group, LLC, and Gwinnett, LLC ("Defendants").

1. The undersigned attorney for Plaintiff caused to be sent via overnight courier (and via email to Mr. James H. Post, Esq.) on October 14, 2008, a copy of the Notice of Rescheduled Hearing to the following:

James H. Post, Esq.
Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202
[Also Via Email to: jpost@smithhulsey.com]

Premier Chrysler, Jeep, Dodge, LLC
c/o Sam Kazran, Registered Agent
3244 Cammeron Avenue
Daluth, GA 30096

Summit Automotive Group, LLC
c/o Corporate Creations Network Inc., Registered Agent
2985 Gordy Parkway, 1st Floor
Marietta, GA 30066



Gwinnett, LLC
c/o Gayle Lephart, Registered Agent
3333 North Main Street
Jacksonville, FL 32206

2. A true and correct copy of the Notice of Rescheduled Hearing with confirmations of delivery from the overnight courier is attached hereto as Exhibit "A." A true and correct copy of the email sent to Defendants' counsel is attached hereto as Exhibit "B."

3. Plaintiff's counsel also left a telephone message for Mr. Post in the afternoon of October 16, 2008, reminding him of the hearing scheduled for October 20, 2008 at 9:00 a.m. Mr. Post and his law firm are representing Defendants in a related case pending in Florida and Mr. Post has communicated with Plaintiff's Florida counsel on behalf of the Defendants.

4. Plaintiff's counsel also sent Mr. Post, via facsimile to (904) 359-7708 and via email to jpost@smithhulsey.com, a letter on October 17, 2008, reminding him that Plaintiff intended to proceed with the hearing on Plaintiff's Motion for Appointment of a Receiver, Entry of a Temporary Restraining Order, and Request for Expedited Hearing at 9:00 a.m. on October 20, 2008. A true and correct copy of the letter to Defendants' Counsel is attached hereto as Exhibit "C."

5. It appears that premises located at 3244 Commerce Avenue, Duluth, GA 30096 are not occupied. Accordingly, the undersigned attorney for Plaintiff caused to be sent via overnight courier on October 17, 2008, a copy of the Notice of Rescheduled Hearing to the following:

Premier Chrysler, Jeep, Dodge, LLC
c/o President, Officer, Managing Member or Managing Agent
1655 Church Street
Decatur, Georgia 30033

Upon information and belief, the address listed in this paragraph is a Chrysler, Jeep and Dodge


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dealership owned by Premier Chrysler, Jeep, Dodge, LLC, and being operated as "Premier of Decatur."

6. Further notice to Defendants should not be required prior to the Court's appointment of a Receiver and entry of a Temporary Restraining Order because of the urgency of the circumstances and as Plaintiff is suffering and will suffer immediate and irreparable injury, loss and damage unless a receiver is appointed and injunctive relief is granted, as described in Plaintiff's Motion for Appointment of a Receiver, Entry of a Temporary Restraining Order, and Request for Expedited Hearing.

The 17th day of October 2008.

MILLER & MARTIN PLLC


William A. DuPre IV
Georgia Bar No. 234882
Paul M. Alexander
Georgia Bar No. 009003
Christopher M. Walsh
Georgia Bar No. 140830
Suite 800
1170 Peachtree Street, NE
Atlanta, Georgia 30309-7706
404-962-6100
404-962-6300 (f)
Attorneys for Plaintiff Bank of America, N.A.

12044311270

12044311271

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing *Certification by Plaintiff's Attorney of Notice to Defendants* was caused to be served on October 17, 2008, on the Defendants, or if represented by counsel, counsel for the Defendants, via overnight courier, with sufficient postage affixed to ensure delivery, at the addresses below:

James H. Post, Esq.
Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202
[Also Via Email to: jpost@smithhulsey.com]

Premier Chrysler, Jeep, Dodge, LLC
c/o President, Officer, Managing Member or Managing Agent
1655 Church Street
Decatur, Georgia 30033

Summit Automotive Group
c/o Corporate Creations Network Inc., Registered Agent
2985 Gordy Parkway, 1st Floor
Marietta, GA 30066

Gwinnett, LLC
c/o Gayle Lephart, Registered Agent
3333 North Main Street
Jacksonville, FL 32206

This 17th day of October, 2008.


Paul M. Alexander

12044311272

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2008 OCT 15 PM 2:14

TOM LAWLER, CLERK

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,

DEFENDANTS.

CIVIL ACTION FILE NO. 08A08973-1


COPY

NOTICE OF RESCHEDULED HEARING

Notice is hereby given that the hearing on Plaintiff Bank of America, N.A.'s Motion for Appointment of a Receiver, Entry of Temporary Restraining Order and Request for Expedited Hearing, previously set for Friday, October 10, 2008 at 9:00 a.m., has been rescheduled to Monday, October 20, 2008 at 9:00 a.m. The rescheduled hearing will be held in Courtroom 3B of the Superior Court of Gwinnett County, 75 Langley Drive, Lawrenceville, Georgia 30045. The above-named Defendants shall appear and show cause as to why the requested relief should not be granted.

Submitted this 14th day of October, 2008.

MILLER & MARTIN PLLC


Paul M. Alexander
Georgia Bar No. 009003
Suite 800
1170 Peachtree Street, NE
Atlanta, Georgia 30309-7706
404-962-6100
404-962-6300 (F)
Attorneys for Plaintiff Bank of America, N.A.

12044311273

CERTIFICATE OF SERVICE

I hereby certify that I am of counsel to Bank of America, N.A. and that on the 14th day of October, 2008 I have caused to be served a true and complete copy of the foregoing NOTICE OF RESCHEDULED HEARING by overnight courier to ensure delivery, and addressed as follows:

James H. Post, Esq.
Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202
[Also Via Email to: jpost@smithhulsey.com]

Premier Chrysler, Jeep, Dodge, LLC
c/o Sam Kazran, Registered Agent
3244 Commerce Avenue
Duluth, GA 30096

Summit Automotive Group
c/o Corporate Creations Network Inc., Registered Agent
2985 Gordy Parkway, 1st Floor
Marietta, GA 30066

Gwinnett, LLC
c/o Gayle Lephart, Registered Agent
3333 North Main Street
Jacksonville, FL 32206


Paul M. Alexander

Jennifer Borey

From: TrackingUpdates@fedex.com
Sent: Wednesday, October 15, 2008 9:01 AM
To: Jennifer Borey
Subject: FedEx Shipment 791970618448 Delivered

This tracking update has been requested by:

Company Name: Miller & Martin, PLLC
Name: Jennifer Borey
E-mail: jborey@millermartin.com

Our records indicate that the following shipment has been delivered:

Reference: 94248.0370
Ship (B/U) date: Oct 14, 2008
Delivery date: Oct 15, 2008 8:56 AM
Sign for by: D.FISZINI
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday

Tracking number: 791970618448

Shipper Information	Recipient Information
Jennifer Borey	c/o Corporate Creations Network
Miller & Martin, PLLC	Inc
1170 Peachtree Street NE, Suite 800	Summit Automotive Group
Atlanta	2985 GORDY PKWY FL 1
GA	MARIETTA
US	GA
30309	US
	300663078

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:00 AM CDT on 10/15/2008.

To learn more about FedEx Express, please visit our website at fedex.com.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at fedex.com.

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

10/17/2008

12044311274

Thank you for your business.

12044311275

10/17/2008

Jennifer Borey

From: TrackingUpdates@fedex.com
Sent: Wednesday, October 15, 2008 8:13 AM
To: Jennifer Borey
Subject: FedEx Shipment 791970612690 Delivered

This tracking update has been requested by:

Company Name: Miller & Martin, PLLC
Name: Jennifer Borey
E-mail: jbborey@millermartin.com

Our records indicate that the following shipment has been delivered:

Reference: 94248.0370
Ship (P/U) date: Oct 14, 2008
Delivery date: Oct 15, 2008 9:10 AM
Sign for by: L.GARRISON
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday

Tracking number: 791970612690

Shipper Information	Recipient Information
Jennifer Borey	James H. Post, Esq.
Miller & Martin, PLLC	Smith Mulsey & Bussey
1170 Peachtree Street NE, Suite 800	225 WATER ST STE 1800
Atlanta	JACKSONVILLE
GA	FL
US	US
30309	322025182

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All weights are estimated.

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This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

10/17/2008

12044511276

Thank you for your business.

12044311277

10/17/2008

Jennifer Borey

From: TrackingUpdates@fedex.com
Sent: Wednesday, October 15, 2008 9:48 AM
To: Jennifer Borey
Subject: FedEx Shipment 791163374766 Delivered

This tracking update has been requested by:

Company Name: Miller & Martin, PLLC
Name: Jennifer Borey
E-mail: jborey@millermartin.com

Our records indicate that the following shipment has been delivered:

Reference: 94248.0370
Ship (R/U) date: Oct 11, 2008
Delivery date: Oct 15, 2008 9:41 AM
Sign for by: .TIM
Delivered to: Shipping/Receiving
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday

Tracking number: 791163374766

Shipper Information	Recipient Information
Jennifer Borey	c/o Gayle Lephart, Registered Agent
Miller & Martin, PLLC	Gwinnett, LLC
1170 Peachtree Street NE, Suite 800	3333 N MAIN ST
Atlanta	JACKSONVILLE
GA	FL
US	US
30309	322062128

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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at fedex.com.

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

10/17/2008

12044311278

Thank you for your business.

12044311279

10/17/2008

Jennifer Borey

From: Jennifer Borey [jborey@millermartin.com]
Sent: Tuesday, October 14, 2008 4:36 PM
To: jpost@smithhulsey.com
Cc: Paul Alexander
Subject: Bank of America, N.A., v. Premier Chrysler, Jeep, Dodge, LLC, et al.
Attachments: images3c94f.jpg@e692c474.39c543d3

The attached is sent on behalf of Paul M. Alexander.

Should you have any questions regarding the attached, please contact Paul via email at pmalexander@millermartin.com or via telephone at (404) 962-6449.

Jennifer Borey
Paralegal
Miller & Martin PLLC

Suite 800
1170 Peachtree Street, N.E.
Atlanta, GA 30309
Phone (404) 962-6131
Fax (404) 962-6331



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Please also advise us immediately if you or your employer does not consent to receipt of Internet e-mail for confidential messages of this kind.

DISCLAIMER

Pursuant to Circular 230 issued by the United States Treasury Department and relating to practice before the Internal Revenue Service, any comment or opinion in this communication relating to a federal tax issue is not intended to be used, and cannot be used, by a taxpayer for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer.

EXHIBIT "B"

10/17/2008

12044311280

**MILLER
& MARTIN**
PLLC

ATTORNEYS AT LAW

SUITE 800
1170 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-7649
(404) 962-6100
FAX (404) 962-6390

PAUL M. ALEXANDER
DIRECT DIAL: (404) 962-6449
DIRECT FAX: (404) 962-6312
palexander@millermartin.com

October 17, 2008

VIA EMAIL (JPOST@SMITHHULSEY.COM) AND FACSIMILE (904) 359-7708

James H. Post, Esq.
Smith Hulse & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202

Re: Bank of America, N.A. v. Premier Chrysler, Jeep, Dodge, LLC, Summit
Automotive Group, LLC and Gwinnett, LLC
In the Superior Court of Gwinnett County, Civil Action No. 08A08973-1

Dear Mr. Post:

I am sending this letter to you in your capacity as counsel for Premier Chrysler, Jeep, Dodge, LLC, Summit Automotive Group, LLC and Gwinnett, LLC. As I indicated in my voicemail message to you yesterday afternoon, please be reminded that we intend to proceed with the hearing on Bank of America, N.A.'s Motion for Appointment of Receiver, Entry of Temporary Restraining Order, and Request for Expedited Hearing at 9:00 A.M. on Monday, October 20, 2008 in Courtroom 3B of the Superior Court of Gwinnett County. Enclosed is another copy of the Notice of Rescheduled Hearing which was previously sent on October 14, 2008 to you via email and via Federal Express, as well as to and your clients' Registered Agents via Federal Express.

Sincerely,



Paul M. Alexander

PMA/JBG
Enclosures

EXHIBIT "C"

5324457_J.DOC

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www.millermartin.com

—12044311281

12044311282

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

CLERK'S OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2008 OCT 15 PM 2:14

TOM LAWLER, CLERK

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,

DEFENDANTS.

CIVIL ACTION FILE No. 08A08973-1


COPY

NOTICE OF RESCHEDULED HEARING

Notice is hereby given that the hearing on Plaintiff Bank of America, N.A.'s Motion for Appointment of a Receiver, Entry of Temporary Restraining Order and Request for Expedited Hearing, previously set for Friday, October 10, 2008 at 9:00 a.m., has been rescheduled to Monday, October 20, 2008 at 9:00 a.m. The rescheduled hearing will be held in Courtroom 3B of the Superior Court of Gwinnett County, 75 Langley Drive, Lawrenceville, Georgia 30045. The above-named Defendants shall appear and show cause as to why the requested relief should not be granted.

Submitted this 14th day of October, 2008.

MILLER & MARTIN PLLC


Paul M. Alexander
Georgia Bar No. 009003
Suite 800
1170 Peachtree Street, NE
Atlanta, Georgia 30309-7706
404-962-6100
404-962-6300 (F)
Attorneys for Plaintiff Bank of America, N.A.

12074311283

CERTIFICATE OF SERVICE

I hereby certify that I am of counsel to Bank of America, N.A. and that on the 14th day of October, 2008 I have caused to be served a true and complete copy of the foregoing NOTICE OF RESCHEDULED HEARING by overnight courier to ensure delivery, and addressed as follows:

James H. Post, Esq.
Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202
[Also Via Email to: jpost@smithhulsey.com]

Premier Chrysler, Jeep, Dodge, LLC
c/o Sam Kazran, Registered Agent
3244 Commerce Avenue
Duluth, GA 30096

Summit Automotive Group
c/o Corporate Creations Network Inc., Registered Agent
2985 Gordy Parkway, 1st Floor
Marietta, GA 30066

Gwinnett, LLC
c/o Gayle Lephart, Registered Agent
3333 North Main Street
Jacksonville, FL 32206


Paul M. Alexander

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

**PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,**

DEFENDANTS.

CIVIL ACTION FILE NO. 08A08973-1

**ORDER APPOINTING RECEIVER, GRANTING INJUNCTIVE RELIEF, AND
AUTHORIZING AND DIRECTING PAYMENTS INTO THE REGISTRY OF COURT**

On October 3, 2008, Plaintiff Bank of America, N.A. (the "Bank") filed the above-styled Complaint and Petition for Appointment of Receiver, Temporary Restraining Order and Other Relief and Affidavit and Petition for Writ of Possession of Personal Property Pursuant to O.C.G.A. § 44-14-230, *et seq.* (the "Complaint")¹, and Motion for Appointment of a Receiver, Entry of Temporary Restraining Order and Request for Expedited Hearing (the "Motion"), against Defendants, Premier Chrysler, Jeep, Dodge, LLC, Summit Automotive Group, LLC, and Gwinnett, LLC (collectively, "Defendants").

The Motion came before the Court for a hearing on October 20, 2008, and present at the hearing were counsel for Plaintiff, Paul M. Alexander, counsel for the Defendants, James C. Cifelli, who made a limited appearance in the absence of service of process until the day of the hearing, the managing member of each of the Defendants, Sam Kazran ("Mr. Kazran"), and Senior Vice President with Bank of America, N.A., Daniel Langelier.

¹ Unless otherwise defined, all capitalized terms herein shall have the same meaning ascribed to them in the Complaint.



12044311284

The Court directed service of process upon Mr. Kazran, appearing under no legal compulsion, in open Court, and a Sheriff's Deputy served three (3) Summonses and three (3) copies of the Complaint and the Motion upon Mr. Kazran. The Court finds that (i) the Defendants have received proper and sufficient notice of the Motion and of the hearing, (ii) venue is proper in this Court, and (iii) the Court has jurisdiction over the parties and the subject matter of this action.

The Court having reviewed the pleadings and heard and considered the evidence and arguments of counsel, and for good cause shown, it is hereby, found, held and ORDERED, effective as of October 20, 2008, as follows:

1. For purposes of this Order only, and without prejudice to any party's right to seek to establish otherwise in this or any other proceeding, the Court concludes that the Bank holds, under the Loan Documents and applicable law, a valid, properly perfected, first-in-priority security interest in and lien upon, Defendants' accounts, chattel paper, deposit accounts, documents, equipment, general intangibles, intellectual property, instruments, and inventory, whether now owned or existing or hereafter acquired or arising, whether insured, all insurance proceeds, books and records related to the foregoing, and cash and non-cash proceeds and products thereof (collectively, the "Collateral"); and
2. Defendants defaulted under the terms of the Loan Documents; and
3. The Bank has demonstrated grounds for appointment of a receiver pursuant to the Loan Documents and applicable law.

Accordingly, for good cause shown, IT IS HEREBY ORDERED that the Motion is granted as set forth hereinbelow:

6. The Court hereby appoints NachmanHaysBrownstein, Inc., under the management and direction of Managing Director, Keith Northern (and together with other officers, employees and agents thereof hereinafter collectively, the "Receiver"), with offices at 822 Montgomery Avenue, Suite 204, Norberth, PA 19072, as receiver, without bond, of any and all of the Collateral.

7. The Receiver is ordered and directed to marshal, take immediate possession of, hold, secure, take charge of, preserve and protect all of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, for the purpose of liquidating and disposing of the Collateral, which is to be completed no later than March 31, 2009. The Receiver is authorized and directed to take such actions in its reasonable discretion to liquidate and dispose of the Collateral in a commercially reasonable manner, which may include, without limitation the following:

(a) The Receiver will provide on-site administration of the liquidation.

(b) The Receiver will review all relevant loan and dealership documents, determine ownership of Collateral, contact appropriate involved parties including manufacturers, and as soon as practical, the Receiver shall submit to the Bank and counsel for the Debtor, for review, a written liquidation plan making proposals with respect to disposition of Collateral in order to efficiently maximize value and a written budget detailing the Receiver's expected expenditures, in form and substance satisfactory to the Bank in its good faith discretion.

(c) The Receiver will make arrangements with potential buyers of the units, including possible auction services, subject to approval by the Bank of the purchase contracts. The Receiver will arrange for transportation of the units to one or more other location(s) as needed, subject to approval by the Bank of the transportation/storage contracts.

(d) The Receiver will maintain physical custody of all Collateral and of copies of all Business Records. The Receiver shall make and maintain accurate records of all dispositions and expenditures as it fulfills its obligations as set forth in this Order, and shall provide copies of all such information to the Bank.

8. The Receiver is authorized and directed to deposit all proceeds from the liquidation and disposition of the Collateral into the Registry of the Superior Court of Gwinnett County, Georgia. The Clerk of the Superior Court of Gwinnett County is hereby ordered and directed to accept payment of all proceeds from the liquidation and disposition of the Collateral and to deposit same directly into an interest bearing account with the Office of Clerk of the Superior Court of Gwinnett County to be held until further order of this Court.

9. Without in any way limiting the authority of the Receiver to marshal, take immediate possession of, hold, secure, take charge of, preserve, protect, liquidate or dispose of the Collateral, the Receiver is not authorized to operate the business enterprise, and is not authorized to continue regular operations of the Defendants, *unless the Plaintiff and the Defendants otherwise agree.*

10. In addition to the rights, powers and authority set forth in this Order, the Receiver shall have and possess the following rights, powers and authority: *was II*

(a) To take immediate possession and control of all of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, by way of illustration and not limitation, taking possession and control, to the exclusion of Defendants, and all others, of all safe deposit boxes, all checking or savings accounts or other accounts, and to hold, retain, preserve, protect, marshal and dispose of all of the Collateral, including, without limitation, accounts, deposit accounts, and inventory, to remove any or all of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and

records, to receive all payments, revenues, and income which constitute proceeds from the sale or disposition of the Collateral, and to execute any necessary documents to allow the Receiver to take possession and control of all of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records;

(b) To transfer to the Registry of the Superior Court of Gwinnett County, Georgia, any and all money held in checking, savings or other depository accounts as they relate to the Collateral, wherever located, including, but not limited to, any operating accounts, payroll accounts, vendor's accounts, petty cash accounts, and security deposit accounts;

(c) To execute such documents as are necessary to perform the Receiver's duties, including, but not limited to powers of attorney;

(d) To collect any income, earnings, rents and profits generated by the Collateral, for the sole purpose of facilitating the Receiver's duties pursuant to this Order;

(e) At the Receiver's reasonable discretion, to collect on accounts, as may be necessary to fulfill the Receiver's duties pursuant to this Order;

(f) At the Receiver's reasonable discretion to pay from Collateral proceeds reasonable expenses necessary to ensure an orderly liquidation and disposition of the Collateral, including, without limitation, for insurance coverage, and for Reynolds & Reynolds software licensing and/or services (provided that the Receiver is not authorized or directed to operate the Defendants' business);

(g) At the Receiver's reasonable discretion, to utilize any Principal, Managing Directors, other professional staff or employee of NachmanHaysBrownstein, Inc., and to employ such "non-professional" persons or companies as may be necessary to fulfill the Receiver's

duties pursuant to this Order, including, but not limited to, present or former employees of Defendants, investigators, auctioneers, locksmiths, security personnel and others;

(h) At the Receiver's reasonable discretion, the Receiver may request authority from the Court to employ "professionals" persons or companies outside of NachmanHirshBrownstein, Inc., such as accountants or attorneys; and such request (which shall include the names of the professionals, scope and terms of employment) shall be delivered by email and overnight courier to counsel for the Bank and counsel for the Defendants. In the event no objection is filed by any party within five (5) days from the date such request is sent, the Receiver may present to the Court an order authorizing such employment, and the Court may enter an order authorizing such employment without further notice or hearing. In the event an objection is filed and served within five (5) days from the date such request is sent, the Court may set the matter down for a hearing with reasonable notice to the parties;

(i) At the Receiver's reasonable discretion, to secure the premises where the Collateral is located, including, but not limited to, by changing locks; and

(j) In addition to the powers and duties expressly set forth in the Order, the Receiver shall have all of the powers of a Receiver, which are authorized by law, to marshal, preserve, protect and dispose of all of the Collateral, including, without limitation, accounts, deposit accounts, and inventory, wherever located, and to comply with the terms of this Order, and to take such other action as may be authorized by this Court and allowed by applicable law.

11. The Receiver is authorized and directed to review and analyze the books and records of the Defendants in order to determine the extent, nature and priority of any liabilities, and the extent, nature and priority of any liens on or security interests in the Collateral. As soon as practicable, the Receiver is authorized and directed to report to the Court and the Bank the

extent, nature and priority of any liabilities, and the extent, nature and priority of any liens on or security interests in the Collateral.

12. Defendants, their officers, directors, representatives, agents, servants, employees, members, owners, accountants and/or partners, and anyone acting on behalf of or through or under them, including, without limitation, Mr. Kazran, are hereby ordered to immediately surrender possession and control to the Receiver of all of the Collateral, including, without limitation, the following items:

(a) all business records related to the Collateral, including, but not limited to, all account reports, books of account, ledgers, computer software, computer hardware, data, savings and checking account books, pass book ledgers, expense statements and any other documents or records in any way relating to the Defendants' business operations (the "Business Records"); and

(b) all of the accounts, deposit accounts, wherever located, including, but not limited to the Collateral and proceeds in the possession, custody or control of third parties, including by way of illustration and not limitation, any such property in depository accounts maintained by, through or on behalf of Defendants.

13. Defendants, their officers, directors, representatives, agents, servants, employees, members, owners, accountants and/or partners and anyone acting on behalf of or through or under them, including without limitation, Sam Kazran, are restrained and enjoined from (i) withdrawing, paying or otherwise transferring funds derived from and of the Collateral, including, without limitation, accounts, deposit accounts, and inventory, except to the Receiver; (ii) selling, leasing, transferring, removing, disposing of, destroying, concealing, changing or altering any of the Collateral, including, without limitation, accounts, deposit accounts, inventory

and related books and records; (iii) removing, disposing of, destroying, concealing, changing or altering any of the Business Records; and (iv) taking any action related to any of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, without the express consent and permission of the Receiver.

14. The Receiver, and the Receiver's agents and employees, are hereby authorized to enter any real property and structures ^{owned or controlled by the Defendants} ~~wherever~~ ^{W.M.R.} the Collateral or Business Records are located, including without limitation, 3244 Commerce Avenue, Duluth, Georgia 30096 and 1655 Church Street, Decatur, Georgia 30033, to investigate, inspect, marshal, preserve, protect, take possession of and/or remove the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, and otherwise perform the duties of the Receiver, and any persons receiving notice of this Order, by personal service, facsimile or electronic transmission, or otherwise, are hereby restrained and enjoined from preventing such actions.

15. Any persons receiving notice of this Order, by personal service, facsimile or electronic transmission, or otherwise, are hereby restrained and enjoined from disposing, transferring, exchanging, assigning or in any way conveying any of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, except to the Receiver.

16. Any persons receiving notice of this Order by personal service, facsimile or electronic transmission, or otherwise, having possession, custody or control of any of the Collateral, including, without limitation, accounts, deposit accounts, inventory and related books and records, are hereby directed to immediately deliver the same to the Receiver, its agents and/or employees.

17. All of Defendants, their officers, directors, representatives, agents, servants, employees, members, owners, accountants and/or partners and anyone acting on behalf of or through or under them, including without limitation Mr. Kazan, shall provide the Receiver necessary information to fulfill his duties (which shall include, but not be limited to, providing the Receiver with all computer and security system passwords and pass-words for all of Defendants' computers, databases, electronic records and depository accounts), and shall take no action, directly or indirectly, to hinder, obstruct or otherwise interfere with the Receiver in the performance of the Receiver's duties.

18. Any brokerage firm, financial institution, bank or mutual fund or any other person or entity having possession, custody or control of any brokerage, checking, savings or deposit account or other property or assets of the Defendants, that receives actual notice of this Order, by personal service, facsimile or electronic transmission, or otherwise, shall within three (3) days of receipt of this Order, deliver to the Receiver a statement under oath, with respect to each such account or asset, the balance in the account or description of the assets at the close of business on the date of the receipt of the Order.

19. The Receiver and any persons engaged or employed by the Receiver shall be paid by the Bank for services rendered in connection with this Order in the normal course of the Bank's account payable policies. The Bank shall pay the Receiver's fees for actual time incurred at the following hourly rates: Principal, \$400 to \$525; Managing Directors, \$300 to \$400 and; other professional staff, \$175 to \$300. Travel time will be charged at one-half of the applicable hourly rate. Reasonable and necessary expenses incurred by the Receiver in connection with this Order will be billed separately and shall include, but are not limited to travel costs and lodging. Any and all reasonable and necessary fees and costs paid by the Bank under this Order shall be

added to the indebtedness due under the Loan Documents to the extent provided for by the Loan Documents and applicable law. The Receiver shall submit weekly invoices for payment to:

Bank of America, N.A.
Attn: Mr. Dan Langeller
Mail Code: FL1-400-07-02
P.O. Box 31598
Tampa, FL 33631-3990
Facsimile No: (704) 298-3063
dan.langeller@bna.com

With a copy to:

Paul M. Alexander, Esq.
Miller & Martin PLLC
1170 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
(404) 962-6312 (facsimile)
palexander@millermartin.com

and

James C. Cifelli, Esq.
Lamberth, Cifelli, Stokes, Ellis & Nason
3343 Peachtree Road, NE
Suite 550
Atlanta, Georgia 30326
(404) 262-9911 (facsimile)
jcifelli@lcnaw.com

20. The Receiver shall make its returns in the Superior Court of Gwinnett County. Additionally, the Receiver shall provide the Bank and counsel for the Defendants with a weekly statement of proceeds deposited into the Registry of the Superior Court of Gwinnett County, Georgia, and shall promptly provide the Bank, upon reasonable request, with such other reports and information as the Bank may be reasonably entitled to receive under the Loan Documents.

21. This Order is without prejudice to the Bank's rights to seek other and further relief before this Court in order to pursue other available rights and remedies under the Loan

Documents and applicable law, including, without limitation, the right to seek payment of proceeds from the disposition of the Collateral, or to seek a writ of possession pursuant to O.C.G.A. § 44-14-230, *et seq.*

22. This Court will retain jurisdiction over this matter and all parties for all purposes and will order other and further relief that this Court deems appropriate under the circumstances.

23. This Receivership will continue for such time until the Court enters an Order terminating it; provided that to the extent the Receiver no longer desires to serve in that capacity, upon notice to the Plaintiff and Defendants and for good cause shown, the Receiver may apply to the Court for termination of his appointment.

SO ORDERED, this 23 day of October, 2008.

William M. Ray II
WILLIAM M. RAY II
JUDGE, SUPERIOR COURT OF
GWINNETT COUNTY, GEORGIA

Prepared And Submitted By:

MILLER & MARTIN PLLC

William A. DuPré IV
Georgia Bar No. 234882
Paul M. Alexander
Georgia Bar No. 009003
Christopher M. Walsh
Georgia Bar No. 140830
1170 Peachtree Street, N.E., Suite 800
Atlanta, Georgia 30309
(404) 962-6108
(404) 962-6300 fax
Attorneys for Plaintiff Bank of America, N.A.

Reviewed As To form by:

**LAMBERTH, CIFEILLI, STOKES, ELLIS &
NASON, P.A.**

James C. Cifelli (by Paul M. Alexander
James C. Cifelli with express
Georgia Bar No. 125750 permission)
3343 Peachtree Road NE, Suite 550
Atlanta, GA 30326-1022
(404) 262-7373
(404) 262-9911 fax
*Attorneys for Defendants Premier Chrysler,
Jeep, Dodge, LLC, Summit Automotive Group,
LLC, and Gwinnett, LLC*

life@regions

Locator Version 2.0

Please Enter Search Criteria

Last Name: _____

First Name: SHARRA

Department: _____

City: _____

Office Phone: _____

Back to List

Associate Detail

Overview		Address	
Name:	Sharra Peck	Mail Code:	FLJ602890
Associate ID:	F023767	Address:	570 Blending Boulevard ORANGE PARK, FL 32073
Officer Title:	Chris Winsett		
Manager:			
Contact		Hierarchy	
Phone:	(904) 276-1577	Company:	REGIONS BANK
Fax:		Division:	NORTH FL
Cell:		Group:	086-FLORIDA BRANCH 6
Email:	sharra.peck@regions.com	Department:	JACKSONVILLE CITY
		Cost Center:	00000100
			ORANGE PARK BRANCH
Misc			
Email Server:	REGIONSMAIL10		

Did You Put Peck Remember one of known Market RT BJA Hashtag BSI SP000 Region OPEN

Local browser

12044311295

PLAINTIFF'S
EXHIBIT
C



CASHIER'S CHECK

5000230865

Regions LLC
Payable to

10000000

\$10,000.00

YOU MAY HAVE DELIVERED AND TO GET

Pay to the order of Joe Child Law Firm

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

Loan Fee for ROFA
Payable to

Regions Bank Branch FLORIDA

10/000 10000000

[Handwritten signatures]

11-09 2011

3807

Posting Date Oct 22 2008

DB/CR C

Amount \$10,000.00

Input Bank 1

Account [Redacted]

Check No 5000230865

Sequence No 7100593807

12044311296

Money Market Withdrawal

(FOR INTERNAL USE ONLY)

Date 10/22/08

Withdrawal NONNEGOTIABLE

\$ 10,000

Seventy thousand and 00/100

DOLLARS

REGIONS

IN OTHER
BOTH TO (OR FROM)

Account Number

9491

Guinness, LLC

5000-0005

00-200-016
10/22/08 12:29P 000121 11:00PM 4003
02/24/08 12:29P 000121 11:00PM 4003
02/24/08 12:29P 000121 11:00PM 4003

10/22/08 12:29P 000121 11:00PM 4003
02/24/08 12:29P 000121 11:00PM 4003
02/24/08 12:29P 000121 11:00PM 4003

7142 60551

Posting Date Oct 22 2008

DE/CR Dr

Amount \$10,000.00

Inst Bank 60

Account 9491

Check No 0

Sequence No 7100591808

[illegible][illegible]

DB/CR C

Item Bank 60

Account [REDACTED]

Check No **0**

Sequence No 7100583833

PREMIER DODGE
Operating Account
3844 Cantonment Avenue
Duluth, Georgia 30096

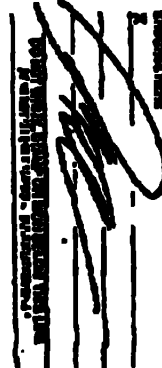
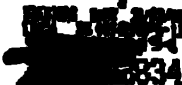
015512

PAY Twenty Thousand 75
TO San Kaban

DATE 7 AMOUNT 20,000.75

Pay to the order of Payroll Dept

911 7000 70000000



Posting Date Oct 22 2008
DE/CR D
Amount \$20,000.00
Item Blank 60
Account
Check No 15512
Sequence No 7100593834

12044311299

life@regions

Locator
Version 2.8

Associate Locator

Please Enter Search Criteria:

Last Name: _____

First Name: YELINA

Department: _____

City: _____

Office Phone: _____

Back to List

Associate Detail

Overview		Address	
Name:	Yelena Chankov	MailCode:	FLJ802870
Associate ID:	P025529	Address:	12210 Atlantic Boulevard JACKSONVILLE, FL 32225
Office Title:	Manager		
Contact		Hierarchy	
Phone:	(904) 978-1960	Company:	REGIONS BANK
Fax:		Division:	NORTH FL
Cell:		Group:	000-FLORIDA BRNKS 6
Email:	Yelena.Chankov@regions.com	Department:	JACKSONVILLE CITY
		Cost Center:	00287100
			ATLANTIC/KERNAN GRANCH
Misc			
Email Server:	REGIONSMAIL10		

12044311300



CASHIER'S CHECK

5001101317

QUINCY LLC
Payable to

10/23/2008

\$20,000.00

TWENTY THOUSAND DOLLARS AND NO CENTS

Pay to the order of LUCKY PLAYERS

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

DEPT PAYMENT
Payable for

Authorized Signature: [Signature]

10/23/2008

20/000 2000000

12044311301

10/22/08

11/19/09 2412

710058796

Posting Date Oct 22 2008

DB/CR C

Amount \$20,000.00

Item Bank 1

Account [Redacted]

Check No 5001101317

Sequence No 710058796

REGISTER **CHECKING DEBIT** **10/22/08**
Pay To the Order of **Businessett LLC**
Amount **\$20,000.00**
Check Number **287**
Account Number **002**
Posting Date **10/22/08**
Amount **\$20,000.00**
Check Number **287**
Account Number **002**
Posting Date **10/22/08**
Amount **\$20,000.00**
Check Number **287**
Account Number **002**
Posting Date **10/22/08**
Amount **\$20,000.00**

Posting Date Oct 22 2008
DB/CR D
Amount \$20,000.00
Item Bank 60
Account **[REDACTED]**
Check No 0
Sequence No 7100588797

12044311302



CASHIER'S CHECK

5001101315

SUNSHINE LLC
Payable to

10/23/2008

\$67,843.00

CITY OF THE REGIONAL BANK THIRDS FORTY THREE DOLLARS AND NO CENTS

Pay to the order of: INTERNAL REVENUE SERVICE

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

Amount received by SUNA
Purchased for

Authorized Signature Branch Location

12044311303

1722

712

0000

10-23-08

Posting Date Oct 23 2008

DP/CR C

Amount \$67,843.00

Item Bank 1

Account

Check No 5001101315

Sequence No 7100588800

REGIONS [REDACTED] **CHECKING DEBIT** [REDACTED] Date 10/2/08

For _____

Branch Number 287

Teller Number 002

CUSTOMER NAME AND ADDRESS Burnett LLC

Original - Post With
MICR (for 200) - [REDACTED]

Post - Customer

Amount of
This Check
Amount

\$ 67,843.00

FD-10-22-2008 09117A 000078 F100237 0032
BANK OF AMERICA
DC FID
AM YELAND
06/12/04.00

Posting Date Oct 22 2008
DB/CR D
Amount \$67,843.00
Item Bank 60
Account [REDACTED]
Check No 0
Sequence No 7100588801

12044311304

Page 1 of 1



CASHIER'S CHECK

5001101316

QUINCY LLC
Pay to the order of

10/22/2008

\$15,000.00

FIVE THOUSAND DOLLARS AND NO CENTS

Pay to the order of: MATT CRUE

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

Purchased for

Account Signature March 10/2008

10/000 15000000

12044311305

10/22/08

10/22/08

7100588798

Posting Date Oct 22 2008

DB/CR C

Amount \$15,000.00

Item Bank 1

Account 71

Check No 5001101316

Sequence No 7100588798

REGIONS ☐ CHECKING DEBIT ☒ 10/2/08

Pay 287

Bank Name 002

Payee Guinnatt LLC

Amount \$ 15,000.00

POSTED 10/23/2008 07:23M 000000 FLIGHT 7991

AMOUNT 15000.00 DE 01 YEL 00

7991

70001500000

Posting Date Oct 22 2008

DE/CR D

Amount \$15,000.00

Item Bank 50

Account ☐

Check No 0

Sequence No 7100588799

12044311306



CASHIER'S CHECK

5001101318

SHANNETT LLC
Payable to

10/23/2008

\$25,000.00

TWENTY FIVE THOUSAND DOLLARS AND NO/100THS

Pay to the order of: LAW OFFICES ELLIS MANTON

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

ATTORNEY FEE SHANNETT LLC
Payable for

Signature James P. Mandy

20,000 15000000

12044311307

10/22/08

7102 60475

Posting Date Oct 22 2008

DE/CR C

Amount \$25,000.00

Item Bank 1

Account

Check No 5001101318

Sequence No 7100588794

Page 1 of 1

A REGION XXXXXXXXXX **CHECKING DEBIT** XXXXXXXXXX **DATE** 10/21/08

TO XXXXXXXXXX **Amount** XXXXXXXXXX

Branch Number 237 **Amount** \$ 25,000.00

Teller Number 002

CHECKER XXXXXXXXXX **DATE** 10/21/08

NAME Business UC **DATE** 10/21/08

ADDRESS XXXXXXXXXX **DATE** 10/21/08

Amount \$ 25,000.00

Posting Date 10/22/08 **Amount** \$ 25,000.00

Check No 0 **Amount** \$ 25,000.00

Sequence No 7100588795

Posting Date Oct 22 2008
 DE/CR D
 Amount \$25,000.00
 Item Bank 60
 Account XXXXXXXXXX
 Check No 0
 Sequence No 7100588795

<http://sroccw2.socorp.sso.smsouth.com/inquiry/page/print.jsp?BEANNAME=Arch..> 10/23/2008

10/23/2008

10/23/2008 10:23:00 AM

12044311308

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

BANK OF AMERICA, N.A.,

PLAINTIFF,

v.

PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,

DEFENDANTS.

CIVIL ACTION FILE NO. 08A08973-1

NOTICE OF FILING CERTIFICATE OF AUTHENTICITY

Plaintiff Bank of America, N.A. files with this Court the attached Certificate of Authenticity ("Certificate"). The original Certificate is attached hereto.

Respectfully submitted, this 5th day of November 2008.

MILLER & MARTIN PLLC



William A. DuPre IV

Georgia Bar No. 234882

Paul M. Alexander

Georgia Bar No. 009003

Christopher M. Walsh

Georgia Bar No. 140830

Suite 800

1170 Peachtree Street, N.E.

Atlanta, Georgia 30309-7649

(404) 962-6100

(404) 962-6300 (Facsimile)

Attorneys for Bank of America, N.A.

CERTIFICATE OF SERVICE

This is to certify that on the 5th day of November 2008, I caused to be served a true and copy of the foregoing NOTICE OF CERTIFICATE OF AUTHENTICITY upon counsel and/or parties of interest by depositing same in the United States Mail with sufficient postage affixed thereto to ensure proper delivery and addressed as follows:

Robert J. Kiser, Esq.
Kiser & Green, LLC
3915 Harrison Road
Suite 500
Loganville, Georgia 30052

James C. Cifelli, Esq.
Lamberth, Cifelli, Stokes, Ellis & Nason
3343 Peachtree Road, NE
Suite 550
Atlanta, Georgia 30326
(404) 262-9911 (facsimile)



Paul M. Alexander

CERTIFICATE OF AUTHENTICITY

I, VICKI W. FANNING, do hereby swear and affirm as follows:

1. I am one of the duly authorized Custodians of Records for Regions Bank.
2. The business records attached hereto are accurate copies of documents from business records of Regions Bank.
3. The business records attached hereto were and are maintained in the ordinary course of business, and the entries made therein were made at or near the time of the regularly conducted activities reflected therein.

Hereby sworn to the best of my knowledge this 31st day of October, 2008.

Chak W. Fanning
(Signature)

Name: VICKI W. Fanning

Title: Branch Manager

SWORN to and subscribed before me

This 31st day of October, 2008.

Teresa Walker
NOTARY PUBLIC



27

12044511311

12044311312

PRIMARY/RELATED CUSTOMERS	RELATIONSHIP	SS#	DOB	PHONE#
GWINNETT, LLC	CORPORATION		00-00-00	770-497-3200
GLENN DROHNEY	AA SIGNATORY	000-00-0000	00-00-00	000-000-0000
SAM KAERAN	AA SIGNATORY	000-00-0000	07-12-73	000-000-0000

TYPE : 009-BUSINESS BANKING ANALYZED

ACCT : LST-STM-DTE: 09-30-08 STMT CYCLE : 25

OPEN DT: 01-17-06 NSF'S: 2 D: 2 D: 9 BRANCH NO : 02128

STATUS : OPEN ODLIMIT : OFFICER : 2128MG

LDR BAL: 24071.60 RELATED BAL: REL ACCT : N PAPER STMT

ACH DEP: LST DEP AMT: 28985.00 LST DEP DTE: 10-24-08

AVL BAL: 149071.60 STMT BAL : 100356.55 FLOAT AMT :

MEMO DR: MEMO CR : 125000.00 STOP/HOLDS : 1 COMMNT

DATE	ITEM AMT	SERIAL NO	TC	TRAN DESCRIPTION	SRCE	BALANCE
102308	67843.00-		0049	FORCED CHECK		140218.33
102308	25000.00-		0049	FORCED CHECK		115218.33
102308	20000.00-		0049	FORCED CHECK		95218.33
102308	15000.00-		0049	FORCED CHECK		80218.33
102308	10000.00-		0049	FORCED CHECK		70218.33
102308	7.00-		0049	FORCED CHECK		70211.33
102308	50000.00-	2008297	0082	EURODOLLAR INVESTMENT		20211.33
102408	28985.27	98006187452	0025	Santander Consum DIRECT PA		49196.60
102408	25000.00-	2008298	0082	EURODOLLAR INVESTMENT		24196.60
102708	125.00-	1016297308	0043	RETURNED ITEM COLLECTIO		24071.60

ADDR:PF1 ACH:PF2 MAIN:PF3 ACCT:PF4 HOLD:PF5 PRV:PF7 NXT:PF8 COM:PF10 VER:PF11

\$20,000 Check written to Sam Kaeran
 did not clear Gwinnett LLC - It was
 returned due to No Post placed 10/22/08

MX

10/28/2008 17:06 FAX 4049828198

MILLER MARTIN

005/017
P.3

Page 1 of 1

 **REGIONS**

CASHIER'S CHECK

5000230865

Regions Bank

10/28/2008

01:00:00

Pay to the order of

Joe G. Miller

Regions Bank

**NOT NEGOTIABLE
CREDIT COPY**

Local Branch 0001

Branch 0001

Branch 0001

10/28/2008 10:00:00

Handwritten signature
7100593807

Posting Date Oct 22 2008

DB/CR C

Amount \$10,000.00

Ida Bank 1

Account

Check No 5000230865

Sequence No 7100593807

<http://arcov2.anscorp.anscorp.com/inquiry/page/lookup.jsp?BEANNAME=Arch...> 10/23/2008

12/1/2008

274 01:07:00 0001/01/01

Page 1 of 1

Money Market Withdrawal

FOR ARTIFICIAL USE ONLY

Date 10/22/06

Withdrawal NON-NEGOTIABLE

• 10.002

~~Tenthousand 0100/02~~

2 DOLLARS

▲ REGIONS

2017年1月

ՀԱՆՈՒՅԵԼ ԵՆԵ

52 7000 10000007

0010-22-2028 12137P 000121 L 0000 0003
1517474717250 0 EX111302 L 00111973
14160539101 00 00 000000
0010-22-2028 12137P 000121 L 0000 0003

7100593808

Pending Date	Oct 22 2003
DB/CR	D
Amount	\$10,000.00
Item Bank	60
Asperant	
Check No	0
Sequence No	7106595800

<http://arocwv2.arocorp.uso.uscourts.com/inquiry/pagets/printprint.jsp?BEANNAME=Arch...> 10/23/2008

344480

THE DEPT ARE 8604/52/07

PREMIER DODGE
Operating Account
9841 Charlotte Avenue
Duluth, Georgia 30091

015512

Pay Twenty Thousand ~~750~~
TO San Rafael

DATE 10/22/08 AMOUNT 20,000.00

Signature: Paul Ferrell

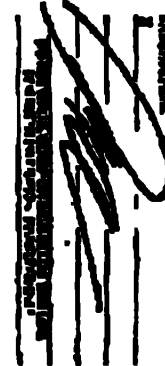
7100593834



7100593834

7100593834

7100593834



Posting Date Oct 22 2008
DEBIT D
Amount \$20,000.00
Item Bank 60
Account
Check No 15512
Sequence No 7100593834

[Handwritten signature]

Page 1 of 1

[illegible]

710953833

Posting Date	Oct 22 2008
DB/CR	C
Amount	320,000.00
Item Blank	60
Account	
Check No	0
Sequence No	7100593833

<http://faroewv2.s1000p.uso.usgouff.com/inquiry/pageftmainp2.jsp?BRANNAME=Arch..> 10/23/2008

STREPTOCOCCUS

REF ID: A66256

The Office of the Secretary, State of Florida

Office of the Secretary, State of Florida

life@regions

Locator
Version: 2.0

Associate Locator

Please Enter Search Criteria:

Last Name: _____
First Name: YELINA
Department: _____
City: _____
Office Phone: _____

Back to List

Associate Detail

Overview
Name: Yelena Cherkov
Associate ID: F033325
Office Title: Manager
Manager: (not listed)
Contact
Phone: (904) 970-4860
Fax: _____
Cell: _____
Email: yelena.cherkov@regions.com
Misc
Email Server: REGIONSMAIL10

Address
Mail Code: FLJ002870
Address: 13210 Atlantic Boulevard
JACKSONVILLE, FL 32225

Hierarchy
Company: REGIONS BANK
Division: NORTH FL
Group: GSO-FLORIDA BRANCH &
Department: JACKSONVILLE CITY
Cost Center: 0007100
ATLANTIC/ATLANTIC BRANCH

12044311318

28

10/28/2008 17:08 FAX 4048826188
DEC 27 2008 0110HR HP LHSERJET FAX

MILLER MARTIN

010/017
P.8

Page 1 of 1



CASHIER'S CHECK

5001101317

SUNNY LLC
Pay to the order of LUCKY PLATEAU

10/28/08
500000.00

TO THE ORDER OF THE PAYEE

Pay to the order of LUCKY PLATEAU

Regions Bank
NOT NEGOTIABLE
CREDIT COPY

NET PAYMENT
7100588796

AMOUNT PAID TO THE PAYEE

10/28/08 200000.00

12044311319

DEC 27

11/11/08

7100588796

Posting Date Oct 27 2008
DE/CR C
Amount \$20,000.00
From Bank 1
Account
Check No 5001101317
Sequence No 7100588796

<http://www2.south.com/inquiry/page/lookup.jsp?SEANNAME=Arch..> 10/23/2008

11/11/08

11/11/08 01:10:00

Page 1 of 1

Network [redacted] CHECKING DEBIT [redacted] *10/28/08*

No. [redacted]

Check Number 281

Pay Number 002

Payee Name Buonetti LLC

Amount \$20,000.00

Posting Date 10/22/2008 09:25 AM DEPOSIT FLOOR 1000

MAJORITY OF THE FUNDING IS FROM THE FUNDING

Amount of This Check 20,000.00

Amount 20,000.00

Check Number 281

Sequence Number 7100588797

Posting Date Oct 22 2008

Deb/CR D

Amount 20,000.00

Inter Bank 60

Amount

Check No 0

Sequence No 7100588797

<http://h2006wv2.sas.com.sas.com/inquiry/page/it/print.jsp?BEANNAME=Arch...> 10/23/2008

7100588797

10/23/2008 09:25 AM DEPOSIT FLOOR 1000

12044311320

10/28/2008 17:07 FAX 4048828186
Oct 24 2008 8:17AM HP LASERJET FAX

MILLER MARTIN

012/017
P. 10

Page 1 of 1



CASHER'S CHECK

5001101315

SUBJECT (to) _____
Payable to

10/28/2008

10/28/2008

ANY DEPOSIT MUST BE MADE WITHIN 60 DAYS OF DATE OF CHECK

Pay to the order of: INTERNAL REVENUE SERVICE

Regions Bank

NOT NEGOTIABLE
CREDIT COPY

Amount in Words: \$67,843.00
Payable to

Signature: _____

10/28/2008 17:07 FAX

12044311321

7122

7122 60001

710058800

Posting Date Oct 22 2008

DB/CR C

Amount \$67,843.00

Item Bank 1

Account

Check No 5001101315

Sequence No 710058800

<http://sroswv2.ssoecorp.sso.smcouth.com/inquiry/page/0.asp?print.jsp?SEANNAME=Arch...> 10/29/2008

10/29/2008

10/29/2008 17:07 FAX 4048828186

10/28/2008 17:07 FAX 4049828188
Oct 24 2008 8:17AM

MILLER MARTIN
AA LASERJET FAX

019/017
P. 11

Page 1 of 1

A REGIONS **CHECKING DEBIT** **AK/05**

For _____

Branch Number 287

Trade Number 002

Client Name Burnett LLC

Amount \$ 67,843.00

7010-22-2075 07119A 000075 FL0037 0001

DAMAGED? OR AM YELING 04-04-00

Account # _____

Time Code _____

Amount _____

Original - Print when
initial (for copy) or when

Print - Copy when

12044311322

02/23
7100588801

7 2 6 8 7 8 1

Posting Date Oct 22 2008
DB/CR D
Amount \$67,843.00
Item Bank 60
Account _____
Check No 0
Sequence No 7100588801

[Handwritten signature]

10/28/2008 17:07 FAX 4049828198
OCT 24 2008 0:17PM HP LASERJET FAX

MILLER MARTIN

014/017
P.12

Page 1 of 1



CASHIER'S CHECK

5001101316

CRYSTAL
Payable to

10000000

014000.00

FOR DEPOSIT ONLY

Pay to the order of MATT GARY

Regions Bank

NOT NEGOTIABLE
CHECK COPY

FOR DEPOSIT ONLY

FOR DEPOSIT ONLY

NO/000 13000000

12044311323

7100585798

Posting Date Oct 23 2008
DB/CR C
Amount \$15,000.00
Item Bank I
Account 742651
Check No
Sequence No 7100585798

<http://arowv2.socorp.soc.south.com/inquiry/page/transaction.jsp?SEANNAME=Arch..> 10/23/2008

150/1000

2008-09-01 00:00:00

10/28/2008 17:07 FAX 4049828188
Oct 24 2008 8:18AM HP LASERJET FAX

MILLER MARTIN

015/017
p.13

Page 1 of 1

REGIONS [REDACTED] CHECKING DEPT [REDACTED] *10/2/08*

From [REDACTED] *287*

To [REDACTED] *282*

Amount *\$15,000.00*

Payee *Gilmanett LLC*

Posting Date *10/22/2008* 07:23 (GROUP FLAG) 10/22/2008

Check No. *7100588799*

Account *7100588799*

Check No. *7100588799*

Amount *\$15,000.00*

Posting Date Oct 22 2008
DE/CR D
Amount \$15,000.00
Item Bank 60
Account
Check No 0
Sequence No 7100588799

<http://mccw2.asocorp-430.sasouth.com/inquiry/page/compint.jsp?BEANNAMES=Arch...> 10/23/2008

118/1388

FAX 08:07 AM 10/23/2008

12044311324

7100588799

7100588799

[Handwritten signature]

10/28/2008 17:07 FAX 4048628188

MILLER MARTIN

018/017
P-14

Oct 24 2008 8:18AM HP LASERJET FAX

Page 1 of 1



CASHIER'S CHECK

5001101318

REGIONAL
Payable to

10/28/2008

\$25,000.00

THE FIRST NATIONAL BANK OF GEORGIA

Pay to the order of LAW OFFICES STUTE MANTON

Regions Bank

NOT NEGOTIABLE
CHECK COPY

ATTORNEY FIRM REGIONAL
Payable to

2008/10/28/2008 8:18AM

10/0001500000

10/28/08

2512

64475

7100588794

Posting Date Oct 22 2008

DB/CR C

Amount \$25,000.00

From Bank 1

Account 742651

Check No

Sequence No 7100588794

<http://arocsv2.smc.com/inquiry/page/1/copy/print.jsp?BEANNAME=Arch...> 10/23/2008

139/5168

134 10/21/2008 10:01/02/01

12044311325

Page 1 of 1

A. Regions [REDACTED] **CHECKING ACCT** [REDACTED] **Date** 10/21/08

No. [REDACTED]

From Order 337 **Amount** \$ 25,000.00

To Order 002

Company Business LLC

Address [REDACTED]

City/State/Zip [REDACTED] **State** [REDACTED] **Zip** [REDACTED]

Account # [REDACTED] **Check #** [REDACTED] **Check Date** [REDACTED]

Amount [REDACTED] **Check Amount** [REDACTED] **Check Total** [REDACTED]

Check Total [REDACTED]

12044311326

710588795

Posting Date Oct 22 2008
DE/CR D
Amount \$25,000.00
Item Bank 60
Account [REDACTED]
Check No 0
Sequence No 710588795

[Handwritten signature]

MILLER & MARTIN P.L.L.C.

ATTORNEYS AT LAW

SUITE 800
1170 Peachtree Street, N.E.
ATLANTA, GEORGIA 30309-7449
(404) 962-6100
FAX (404) 962-6300

JENNIFER B. ORIPPA
DIRECT DIAL: (404) 962-6367
DIRECT FAX: (404) 962-6367
E-mail: jorippa@millermartin.com

October 28, 2008

VIA FACSIMILE 678-417-6733

Ms. Vicki Fanning
Regions Bank
3285 Satellite Boulevard
Duluth, GA 30096

Re: Bank of America, N.A. v. Premier Chrysler, Jeep, Dodge, LLC, Summit
Automotive Group, LLC, and Gwinnett, LLC,
Superior Court of Gwinnett County
Civil Action File No.: 08A00973-1

Dear Vicki:

Following my telephone conversation with your assistant Rita today, enclosed please find a Certificate of Authenticity as well as copies of records you provided to Mr. Keith Northern on October 23, 2008. You may recall that Mr. Northern is managing Director of NachmanHaysBrownstein, Inc. which has been appointed a Receiver in Bank of America, N.A. v. Premier Chrysler, Jeep, Dodge, LLC, Summit Automotive Group, LLC, and Gwinnett, LLC, Superior Court of Gwinnett County, Civil Action File No. 08A00973-1. I believe Mr. Northern provided you with a copy of the Order Appointing Receiver, Granting Injunctive Relief, and Authorizing and Directing Payments into the Registry of the Court signed by Judge Ray on October 23, 2008.

As I explained to Rita, we have a hearing on November 5, 2008. In order to minimize any inconvenience to you, in lieu of issuing you a subpoena to testify, we have prepared the enclosed Certificate of Authenticity to be executed by the appropriate record custodian authenticating the enclosed documents.

I will be out of the office beginning tomorrow until November 10, 2008. In my absence, please contact Jennifer Borey in my office at 404-962-6131 should you have any questions. We would appreciate it if you or the designated custodian of records would sign the enclosed Certificate in the presence of a notary public, fax us a return copy at 404-962-6312, and overnight courier the original. We sincerely appreciate your prompt assistance in this matter.

Sincerely,


Jennifer B. Oripa

JBG/amh
Enclosures

cc: Paul M. Alexander, Esq. (w/ encls.)
Jennifer Borey (w/ encls.)

5347254_1.DOC

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12044311327

IMAGED TO SAN
DATE: 11/5/08

In the Superior Court of Gwinnett County
State of Georgia

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
2008 NOV -5 PM 12:22
TOM WILKINSON, CLERK

Bank of America, N.A.,
Plaintiff

Civil Action File No.
08A08973-1

v.

Premier Chrysler, Jeep, Dodge, LLC,
Summit Automotive Group, LLC, and
Gwinnett, LLC

ORDER FINDING SAM KAZRAN AND
DEFENDANTS IN CONTEMPT

Plaintiff Bank of America, N.A. (the "Bank")
filed its Plaintiff's motion and Supporting Memorandum
for Enforcement of Order, for Contempt, and for Sanctions
on October 24, 2008 ("motion for Contempt").
The motion for Contempt came before the
Court for a hearing on November 5, 2008,
following proper notice to the parties.

The Court reviewed the pleadings and heard
and considered the evidence and arguments of
counsel, and for good cause shown, it is hereby,
found, held and ORDERED, as follows:

1. The Motion ^{for contempt} is granted as set forth in
this order.

2. The Defendants, and Sam Kazran individually,
are in ^{willful} contempt ^{knowingly violating} of this Court's Order
Appointing Receiver, Granting Injunctive

EXHIBIT 6

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Relief, And Authorizing and Directing Payments
Into the Registry of Court entered in this
case on October 23, 2008 (the "Order Appointing Receiver")

the record of this case, including

3. Based on the testimony given on October 20, 2008 and the testimony November 5, 2008, Sam Kazran controlled the operations of the Defendants, and Sam Kazran knowingly violated the Order Appointing Receiver.
4. Sam Kazran and the Defendants may purge themselves of contempt by remitting \$137,843.00 in good funds, immediately available, to either (i) the Sheriff of Gwinnett County, or (ii) counsel for the Bank. Any payments remitted to the Sheriff of Gwinnett County shall be turned over to counsel for the Bank upon request, and delivered to the Receiver.
5. Until such time as Sam Kazran and the Defendants purge themselves of contempt, or until further order of this Court, Sam Kazran shall be incarcerated.

SO ORDERED, this 5TH day of November, 2008.

Prepared By:

Miller & Martin PLLC

Paul M. Alexander

Paul M. Alexander
GA Bar No. 009003

(2)

William M. Ray II

William M. Ray II
Judge Superior Court of
Gwinnett County, Georgia

1170 Peachtree Street, NE
Suite 800
Atlanta, GA 30309
(404) 962-6449
(404) 962-6312 (fax)
Attorneys for Plaintiff

12044311330

Gwinnett County Sheriff's Department
Offender Information Sheet

KAZRAN, SAM

Offender ID: 99378565

Date of Birth: [REDACTED]

[REDACTED]
1531 HARRINGTON PARK DR
JACKSONVILLE, FL 32225



[REDACTED]

BUILD	:	MED
CITIZEN	:	USA
CULTURE	:	MID
EYE_COLOR	:	BRO
FACIAL_HAIR	:	NO
HAIR_COLOR	:	BRO
HEIGHT	:	508
RACE	:	W
WEIGHT	:	170
WORK_CLEARED	:	
YOUTH	:	N

[REDACTED]

SSN [REDACTED]

EXHIBIT 7

12044311331

12044311332

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

FILED IN OFFICE
CLERK OF SUPERIOR COURT
GWINNETT COUNTY, GA

2010 APR 15 PM 3:59

**BANK OF AMERICA, N.A.,
PLAINTIFF,
v.**

CIVIL ACTION FILED BY LAWLER, CLERK
No. 08A08973-1

**PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,
DEFENDANTS.**

**SUPPLEMENT TO RECEIVER'S MOTION TO HOLD DEFENDANTS
IN CONTEMPT OF COURT AND FOR SANCTIONS**

NHB Advisors, Inc. f/k/a NachmanHaysBrownstein, Inc. (the "Receiver"), the Court-appointed receiver over Premier Chrysler, Jeep, Dodge, LLC ("Premier"), Gwinnett, LLC ("Gwinnett"), and Summit Automotive Group, LLC ("Summit" and collectively with Premier and Gwinnett, the "Defendants"), hereby files this supplement to its Motion to Hold Premier Chrysler, Jeep, Dodge, LLC, in Contempt of Court and For Sanctions, filed on November 10, 2009, and its Motion to Hold Summit Automotive Group, LLC, in Contempt of Court and for Sanctions, filed on November 10, 2009 (collectively, the "Sanctions Motions"), as follows.

INTRODUCTION

During the course of fulfilling its duties under the Appointment Orders¹ and in furtherance of the Court's direction to conclude the receivership,² Receiver has identified several suspect transactions and/or missing assets that total in excess of \$2,100,000.00. Unexplained

¹ The Court appointed the Receiver in Orders dated October 23, 2008 and on May 22, 2009 (Receiver was reappointed over Premier after Premier dismissed its chapter 11 bankruptcy case in May 2009) (collectively, the "Appointment Orders"). All capitalized terms not defined herein shall have the meaning ascribed thereto in the Sanctions Motions.

² During the last hearing, on October 5, 2009, the Court expressed its desire for Receiver to take steps to wrap up its investigation and file final reports.

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and troubling aspects of these transactions, several of which are the subject of the Sanctions Motions, prohibit Receiver from filing its final reports without additional direction from the Court. As set forth in more detail in the summary attached hereto and incorporated by reference as Exhibit A, these transactions involve purported loans to entities owned or controlled, either partially or entirely, by Premier's and Summit's principal, Sam Kazran, that upon deposition and further inquiry cannot and/or have not been fully documented or explained; missing vehicles including certain high-value exotic vehicles; and monies being transferred through bank accounts held and owned by the Summit (in violation of the injunctive provisions of the Receivership Order) and then diverted by Summit's principals to affiliated entities. Most of these unexplained transactions and unaccounted for assets are detailed in the Sanctions Motions filed by the Receiver in November 2009 and then supplemented in January 2010.

Included in the amount set forth in Exhibit A is more than \$1,400,000.00 that Receiver discovered since the filing of the Sanctions Motions (through subpoena and deposition) that was owed to Premier by Chrysler, LLC, but paid to an affiliated entity and not paid over to Receiver as required by the Appointment Orders. Receiver has learned that these funds were sales-volume incentives owed to Premier, arising from Premier's former operations and, thus, are subject to Bank of America, N.A.'s security interest and the injunctive provisions of the Receivership Order. Rather than turn these funds over to Receiver, however, Premier purposefully diverted these funds to an account in the name of another entity owned by Mr. Kazran to prevent the funds from being visible to and marshaled by Receiver. This is yet another flagrant violation of the Appointment Orders by Premier, and a diversion of substantial assets that belong to Bank of America as part of their collateral package.

Receiver hereby further supplements its Motion to Hold Premier in Contempt of Court and to report this diversion of funds to the Court. Receiver requests that Premier be held in contempt of Court and ordered to return the funds to Receiver.

BACKGROUND

A. Procedural History

Receiver filed the Sanctions Motions for the failure of Premier and Summit to comply with the Appointment Orders and a Consent Order entered October 5, 2009 ("Consent Order"). As set forth in the Sanctions Motions, Premier violated the Appointment Orders and the Consent Order by refusing to account for certain transactions and numerous vehicles despite repeated assurances made by Mr. Kazran during his deposition and subsequent discussions that he would do so. Summit is in violation of the October 23 Appointment Order by transacting substantial monies (more than \$500,000) through a Summit bank account without notifying Receiver and then diverting the funds to the accounts of another entity operated by Mr. Kazran prior to the reappointment of Receiver, so that the funds would not be visible to and could not be marshaled by Receiver.

The Court scheduled the Sanctions Motions for hearing on December 11, 2009. However, the Court continued the hearing at the request of Defendants' counsel.

Thereafter, Receiver gathered through various discovery methods, as directed by the Court, more details regarding Summit's and Premier's violations of the Appointment Orders and Consent Order. On January 7, 2010, and January 22, 2010, Receiver filed supplements to its Sanctions Motions, wherein Receiver informed the Court of its recent discoveries, namely that Summit had transacted more monies through the bank account than originally thought, and that Premier had refused to turn over additional collateral - certain computers and their

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accompanying hard drives, which were previously viewed by the Receiver, Premier and their counsel at the dealership but turned up missing the next day when Receiver attempted to marshal these assets.

The Court reset the hearing on the Sanctions Motions for hearing on February 3, 2010. At the request of Defendants' counsel, however, the Court granted a second continuance and reset the hearing for March 5, 2010.

Once again, at the 11th hour, on March 3, 2010, Defendants' counsel sought a third continuance of the hearing on the Sanctions Motions. The Court granted the request and has not yet reset the hearing.

B. Payments From Chrysler, LLC

Since filing the Sanctions Motions and the supplements, Receiver learned that another entity operated by Mr. Kazran named 10-2008, LLC ("10-2008") received two substantial deposits from Chrysler, LLC ("Chrysler"); on June 2, 2009, Chrysler wired to 10-2008 funds totaling \$827,942.09 and then on September 1, 2009, Chrysler wired to 10-2008 funds totaling \$599,855.24.

Given that Premier and Gwinnett were the only entities affiliated with Mr. Kazran that sold Chrysler vehicles, Receiver logically suspected that the funds might have been owed to Premier. Accordingly, Receiver requested from Chrysler's counsel any documents in Chrysler's possession explaining the payments to 10-2008.

On March 30, 2010, Chrysler's attorney produced documents revealing that the payments were sales incentive rebates owed to Premier. (Attached hereto as Exhibit B are true and correct copies of the documents produced by Chrysler showing the payments by Chrysler that were owed to Premier ("Chrysler Documents").) More stunningly, however, is a copy of a facsimile

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sent to Chrysler by Stephanie Champ, an employee of Premier, on May 18, 2009, which was after Premier was served with Bank of America's motion to reappoint Receiver and just days before the hearing.³ (Attached hereto as Exhibit C is a copy of the May 18 facsimile.) The facsimile identifies Premier as the relevant dealer entity, but requests that the funds be deposited into 10-2008's bank account. Tellingly, Ms. Champ asks "how long does it typically take to process the change in financial institution," presumably understanding that Receiver was likely to be reappointed in a matter of days:

It is clear that these funds were diverted to 10-2008 to avoid being both visible to and marshaled by Receiver. This is yet another action by Premier diverting monies to avoid them being marshaled by Receiver.

D. Other Sanctionable Violations

The foregoing flagrant violation of the Appointment Order is in addition to the other violations by Premier and Summit that are set forth in the Sanctions Motions (and the supplements). These violations including the following:

1. Premier has been unable to explain or document (in either deposition or follow up documentation) a payment of \$175,000.00 from Premier to U.S. Outfitters (an entity partially owned by Mr. Kazran), in the days just prior to Receiver's reappointment;
2. Summit has failed to return \$550,000.00 that belonged to Summit by virtue of being held in Summit's bank account, which was later diverted to entities owned by Mr. Sam Kazran and, in part, paid to Mr. Sam Kazran himself;
3. Premier has failed to account for 20+ missing vehicles, including exotic vehicles and vehicles that were traded-ins as part of a sale and that are admittedly Bank of America's collateral.

³ See Deposition of Sam Kazran, August 11, 2009, at 22:9-10 (identifying Stephanie Champ as the "assistant office manager").

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ARGUMENT AND CITATION TO AUTHORITY

As set forth in the Sanctions Motions, this Court is vested with certain powers to compel and require obedience with its orders. These powers are outlined, in part, in O.C.G.A. §§ 15-1-3, 15-6-8, and vest the Court with the ability to "[t]o compel obedience to its judgments . . . [and] orders" and to "control in the furtherance of justice . . . all other persons connected with a judicial proceeding before it, in every matter appertaining thereto." O.C.G.A. § 15-1-3. *See also West v. Field*, 181 Ga. 152, 156 (1935) (holding that all courts have the inherent power to punish for contempt); *Griggers v. Bryant*, 239 Ga. 244, 246 (1977) ("The proper administration of justice demands that courts have the power to enforce their orders and decrees by contempt proceedings. Disobedience to the lawful order of a court is an obstruction of justice, and for such a violation the court, in order to compel respect or compliance, may punish for contempt."). The basis of a contempt action is a willful disregard or disobedience of an order or command of the court. *Lee v. Environmental Pest & Termite, Inc.*, 243 Ga. App. 263, 264 (2000).

Premier and Summit have willfully violated the Appointment Orders and the Consent Order. Premier and Summit have directed monies away from the Receivership Estate, in patent violation of the injunctive provisions of the Appointment Orders.

In addition to the violations set forth in the Sanctions Motions, the Chrysler Documents demonstrate that funds totaling in excess of \$1,400,000.00 were due and owing to Premier. As such, these funds constitute Bank of America's collateral and, moreover, Premier and its principals were restrained by the Appointment Orders from misdirecting these funds. In blatant disregard for the Court's orders, however, Premier diverted these funds, thereby depriving Bank of America of its collateral and precluding Receiver from fully and appropriately administering

the Receivership Estate, and further prohibiting Receiver from complying with the Court's request to wind up its efforts and file its final report in December of 2009.

The Court should hold Premier and Summit in contempt of this Court for their flagrant violations of the Appointment Orders and Consent Order. Premier and Summit have diverted/converted more than \$2,100,000 of Bank of America's collateral proceeds and refused to account for numerous missing vehicles. Premier's and Summit's principals have repeatedly ignored the requirements and authority of this Court while it has diverted Bank of America's collateral. Therefore, these entities and their principals need to be subject to the strictest of remedies.

Receiver respectfully requests that Premier and Summit be ordered to effectuate the return of all diverted collateral and proceeds thereof to the Receiver. This includes all of the monies set forth in Exhibit A and the missing trade-in and other vehicles as more specifically described in the Consent Order.

This the 15th day of April, 2010.

TROUTMAN SANDERS LLP



JOHN G. RIGNEY

Georgia Bar No. 605565

GARRETT A. NAIL

Georgia Bar No. 997924

MATTHEW R. BROOKS

Georgia Bar No. 378018

Bank of America Plaza, Suite 5200
600 Peachtree Street, N.E.
Atlanta, GA 30308-2216
(404) 885-3000

*Attorneys for Receiver
NachmanHaysBrownstein, Inc.*

12044311339

EXHIBIT A

UNACCOUNTED FUNDS RELATING TO DEFENDANTS

Deposits from Chrysler, LLC*:	\$827,942.09 \$599,855.24
Funds flowing through Summit's bank account:	\$550,000.00
Unexplained transaction to US Outfitter, LLC:	\$175,000.00
Missing vehicles**:	SUNKNOWN
Total:	> <u>\$2,152,797.33</u>

***Premier Chrysler and Gwinnett, LLC are believed to be the only dealerships related to Mr. Kazran that sold Chrysler vehicles**

**** Missing vehicles include Lamborghinis, Maserattis, Mercedes Benzes, a Hummer, and a suspect purported sale of a Rolls Royce**

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EXHIBIT B

Chrysler Motors LLC Dealer Billing Statement

FINANCIAL CHRYSLER JEEP DODGE, LLC
1455 CHURCH ST
DECATUR

OK 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 08/27/09 To 09/02/09
Page: 01
TERMINATION DATE: 06/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
6007	WFT TO CLR	09/01/09		599,855.24	
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			599,855.24	
	SUB-TOTAL CURRENT TRANSACTIONS			0.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	599,855.24	CR
PAYMENTS RECEIVED / DISBURSED	\$	599,855.24	
AMOUNT PAST DUE	\$	0.00	
CURRENT TRANSACTIONS	\$	0.00	
AMOUNT DUE 09/07/2009 ----->	\$	0.00	
DEFERRED TRANSACTIONS	\$	0.00	
TOTAL OBLIGATIONS	\$	0.00	

WFT SETTLEMENT ON: 09/07/2009

INVOICE QUESTIONS OR COPIES CALL
PHONE NUMBER ON THE INVOICE
OR REFER TO BILLING CODE GUIDE
IN DEALERCONNECT.

DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 512-4900
DP111@chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PRINCIPAL CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 06/25/09 To 06/27/09
Page: 01
TERMINATION DATE: 06/02/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
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SUB-TOTAL CURRENT TRANSACTIONS

0.00

SUB-TOTAL DEFERRED TRANSACTIONS

0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	599,855.24	CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00	
AMOUNT PAID DUE	\$	599,855.24	CR
CURRENT TRANSACTIONS	\$	0.00	
AMOUNT DUE 06/31/2009 ----->	\$	599,855.24	CR
DEFERRED TRANSACTIONS	\$	0.00	
TOTAL OBLIGATION	\$	599,855.24	CR

NTE SETTLEMENT ON: 06/31/2009

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PHONE NUMBER ON THE INVOICE
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DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 512-4880
DP1116@chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1435 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 08/20/09 To 08/24/09
Page: 01
TERMINATION DATE: 06/05/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
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SUB-TOTAL CURRENT TRANSACTIONS

0.00

SUB-TOTAL DEFERRED TRANSACTIONS

0.00

AMOUNT DUE PREVIOUS STATEMENT \$ 599,855.24 CR
PAYMENTS RECEIVED / DISBURSED \$ 0.00

AMOUNT PAID DUE \$ 599,855.24 CR
CURRENT TRANSACTIONS \$ 0.00

AMOUNT DUE 08/31/2009 -----> \$ 599,855.24 CR

DEFERRED TRANSACTIONS \$ 0.00

TOTAL OBLIGATIONS \$ 599,855.24 CR

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DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 513-4900
DP111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

PRINCIPAL CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 08/13/09 To 08/19/09
Page: 01
TERMINATION DATE: 05/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL CURRENT TRANSACTIONS			0.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	599,855.24	CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00	
AMOUNT PAST DUE	\$	599,855.24	CR
CURRENT TRANSACTIONS	\$	0.00	
AMOUNT DUE 08/24/2009 ----->	\$	599,855.24	CR
DEFERRED TRANSACTIONS	\$	0.00	
TOTAL OBLIGATIONS	\$	599,855.24	CR

INVOICE QUESTIONS OR COPIES CALL
PHONE NUMBER ON THE INVOICE
OR REFER TO BILLING CODE GUIDE
IN DEALERCONNECT.

DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 512-4900
DP111@chrysler.com

26773

Chrysler Motors LLC Dealer Billing Statement

PRIMEER CHRYSLER JEEP DODGE, LLC
1455 CHURCH ST
DECATON

CA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 08/06/09 To 08/12/09
Page: 01
TERMINATION DATE: 06/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
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SUB-TOTAL CURRENT TRANSACTIONS

0.00

SUB-TOTAL DEFERRED TRANSACTIONS

0.00

AMOUNT DUE PREVIOUS STATEMENT \$ 599,855.26 CR
PAYMENTS RECEIVED / DISBURSED \$ 0.00

AMOUNT PAST DUE \$ 599,855.26 CR
CURRENT TRANSACTIONS \$ 0.00

AMOUNT DUE 08/17/2009 -----> \$ 599,855.26 CR

DEFERRED TRANSACTIONS \$ 0.00

TOTAL OBLIGATIONS \$ 599,855.26 CR

INVOICE QUESTIONS OR COPIES CALL
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IN DEALERCONNECT.

DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:
(348) 512-4900
nw111@chrysler.com

26773

Chrysler Motors LLC Dealer Billing Statement

PRIMEER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 07/30/09 To 08/05/09
Page: 01
TERMINATION DATE: 06/05/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL CURRENT TRANSACTIONS			0.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT \$ 599,855.24 CR
PAYMENTS RECEIVED / DISBURSED \$ 0.00

AMOUNT PAST DUE \$ 599,855.24 CR
CURRENT TRANSACTIONS \$ 0.00

AMOUNT DUE 08/10/2009 -----> \$ 599,855.24 CR

DEFERRED TRANSACTIONS \$ 0.00

TOTAL OBLIGATIONS \$ 599,855.24 CR

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OR REFER TO BILLING CODE GUIDE
IN DEALERCONNECT.

DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:

(248) 512-4900
20111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

FRANCIS CHRYSLER JEEP DODGE, LLC
1635 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 07/23/09 To 07/29/09
Page: 01
TERMINATION DATE: 06/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL CURRENT TRANSACTIONS			0.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	599,855.24 CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAID DUE CURRENT TRANSACTIONS	\$	599,855.24 CR
	\$	0.00
AMOUNT DUE 08/03/2009 ----->	\$	599,855.24 CR
DEFERRED TRANSACTIONS	\$	0.00
TOTAL OBLIGATIONS	\$	599,855.24 CR

INVOICE QUESTIONS OR COPIES CALL
PHONE NUMBER ON THE INVOICE
OR REFER TO BILLING CODE GUIDE
IN DEALERCONNECT.

DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 512-4900
xp111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

PRIMEER CHRYSLER JEEP DODGE, LLC
1685 CHURCH ST
INDIANAPOLIS

CR 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 07/16/09 To 07/22/09
Page: 01
TERMINATION DATE: 06/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0013	SALES INCENT	07/23/09	013073041986	1,589.00 CR	
0051	DC CLAIM PD	07/20/09	034003	03.36 CR	
SUB-TOTAL CURRENT TRANSACTIONS				1,632.36 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					0.00
AMOUNT DUE PREVIOUS STATEMENT				\$ 599,202.88 CR	
PAYMENTS RECEIVED / DISBURSED				\$ 0.00	
AMOUNT PAID DUE				\$ 599,202.88 CR	
CURRENT TRANSACTIONS				\$ 1,632.36 CR	
AMOUNT DUE 07/27/2009				\$ 599,835.24 CR	
DEFERRED TRANSACTIONS				\$ 0.00	
TOTAL OBLIGATIONS				\$ 599,835.24 CR	

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DEALER INVOICES ARE AVAILABLE IN
DEALERCONNECT.

PAYMENT INQUIRIES:
(248) 512-4908
DP111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 07/09/09 To 07/15/09
Page: 01
TERMINATION DATE: 05/05/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			0.00	
0013	SALES INCENT	07/16/09	013073031960	40.00	
	SUB-TOTAL CURRENT TRANSACTIONS			40.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	598,262.00 CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAST DUE	\$	598,262.00 CR
CURRENT TRANSACTIONS	\$	40.00
AMOUNT DUE 07/20/2009 ----->	\$	598,202.00 CR
DEFERRED TRANSACTIONS	\$	0.00
TOTAL OBLIGATIONS	\$	598,202.00 CR

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PAYMENT INQUIRIES:
(248) 512-4900
DW111@chrysler.com
26773

PRINCE CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
INDIANAPOLIS

CA 30033-5920

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			0.00	
0100	PARTS	06/13/09	0000009545	166.00 CR	
	SUB-TOTAL CURRENT TRANSACTIONS			166.00 CR	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

PAYMENT INQUIRIES:
(248) 513-4900
DP111@chrysler.com
29773

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5929

Dealer Code: 26773
Business Center: 66
Week: 06/25/09 To 07/02/09
Page: 01
TERMINATION DATE: 06/09/2009

BCODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			0.00	
0013	SALES INCENT	07/02/09	613073012032	9.00	
	SUB-TOTAL CURRENT TRANSACTIONS			9.00	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	598,087.00	CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00	
AMOUNT PAST DUE	\$	598,087.00	CR
CURRENT TRANSACTIONS	\$	9.00	
AMOUNT DUE 07/06/2009	\$	598,078.00	CR
DEFERRED TRANSACTIONS	\$	0.00	
TOTAL OBLIGATIONS	\$	598,078.00	CR

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PAYMENT INQUIRIES:
(248) 512-4908
DP111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

FRANCIS CHRYSLER JEEP DODGE, LLC
1635 CHURCH ST
DECATUR

GA 30033-3920

Dealer Code: 26773
Business Center: 66
Week: 06/18/09 To 06/24/09
Page: 01
TERMINATION DATE: 06/06/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0013	SALES INCENT	06/25/09	013003042036	391,299.00 CR	
0100	PARTS	06/20/09	C 00150478	451.40 CR	
0100	PARTS	06/20/09	CI00003444	376.35 CR	
0100	PARTS	06/20/09	GM00003200	5,643.07 CR	
0100	PARTS	06/20/09	W 00167120	277.28 CR	
0100	PARTS	06/20/09	1000027020	198.33 CR	
SUB-TOTAL CURRENT TRANSACTIONS				397,294.81 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	200,792.27 CR
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAST DUE	\$	200,792.27 CR
CURRENT TRANSACTIONS	\$	397,294.81 CR
AMOUNT DUE 06/29/2009	\$	598,087.08 CR
DEFERRED TRANSACTIONS	\$	0.00
TOTAL OBLIGATIONS	\$	598,087.08 CR

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PAYMENT INQUIRIES:
(248) 512-4900
CP111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

PRIMEER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 68
Week: 06/11/09 To 06/17/09
Page: 01
TERMINATION DATE: 06/09/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0013	SALES INCENT	06/18/09	013063032108	244,359.00 CR	
0100	PAIDS	06/13/09	CI00003398	0.52 CR	
SUB-TOTAL CURRENT TRANSACTIONS				244,359.52 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	43,567.25
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAID DUE	\$	43,567.25
CURRENT TRANSACTIONS	\$	244,359.52 CR
AMOUNT DUE 06/22/2009	\$	200,792.27 CR
DEFERRED TRANSACTIONS	\$	0.00
TOTAL OBLIGATIONS	\$	200,792.27 CR

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PAYMENT INQUIRIES:
(248) 512-4889
26111@chrysler.com
26773

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1695 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 05/04/09 To 05/10/09
Page: 01
TERMINATION DATE: 05/01/2009

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
0007	NET TO DLR	06/09/09		33,825.83	
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			33,825.83	
0013	SALES INCENT	06/11/09	013063022145	5,953.00	
0013	SALES INCENT	06/10/09	INCENT PRE-PAY 2	47,115.05	
0050	WARRANTY	06/09/09	0906200099	763.80	
0100	PARTS	05/16/09	0908040097	1,475.00	CR
0100	PARTS	05/30/09	CC00040515	1,350.00	CR
0100	PARTS	05/16/09	C900000037	694.35	CR
0100	PARTS	05/23/09	C000000121	983.70	CR
0100	PARTS	05/30/09	C000000100	710.40	CR
0100	PARTS	05/16/09	C000000101	421.75	CR
0100	PARTS	06/06/09	C700000000	764.10	CR
0100	PARTS	05/30/09	C000000033	76.75	CR
0100	PARTS	06/06/09	C000000173	3,800.55	CR
0100	PARTS	05/30/09	W 00166326	100.00	
	SUB-TOTAL CURRENT TRANSACTIONS			43,567.25	
	SUB-TOTAL DEFERRED TRANSACTIONS				0.00

AMOUNT DUE PREVIOUS STATEMENT	\$	33,825.83	CR
PAYMENTS RECEIVED / DISBURSED	\$	33,825.83	
AMOUNT PAID DUE	\$	0.00	
CURRENT TRANSACTIONS	\$	43,567.25	
AMOUNT DUE 06/23/2009	\$	43,567.25	
DEFERRED TRANSACTIONS	\$	0.00	
TOTAL OBLIGATIONS	\$	43,567.25	

PAYMENT TO: CHRYSLER MOTORS CO. LLC
OVERSIGHT TO: 3 OF A, 91014 COLLECTION CTR DR,
CHICAGO, IL 60693

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PAYMENT INQUIRIES:
(248) 512-4000
CP111@chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PRIMEER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 05/28/09 To 06/03/09
Page: 01

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
0007	EXP TO BSR	06/02/09		827,942.09	
	SUB-TOTAL PAYMENTS RECEIVED / DISBURSED			827,942.09	
0013	SALES INCENT	06/04/09	013063012071	14,997.00	
0050	WARRANTY	06/02/09	0906100930	329.22 CR	
0100	PARTS	05/16/09	CC00046297		1,475.00 CR
0100	PARTS	05/30/09	CC00048519		1,350.00 CR
0100	PARTS	05/02/09	CC00008506	375.40 CR	
0100	PARTS	05/09/09	CC00008208	1,103.15 CR	
0100	PARTS	05/16/09	CC00008077		694.35 CR
0100	PARTS	05/23/09	CC00009121		953.70 CR
0100	PARTS	05/30/09	CC00009308		710.40 CR
0100	PARTS	05/16/09	CC00003181		421.75 CR
0100	PARTS	05/30/09	CC00005523		76.75 CR
0100	PARTS	05/02/09	W 00163900	100.00	
0100	PARTS	05/30/09	W 00166300		100.00
	SUB-TOTAL CURRENT TRANSACTIONS			13,209.22	
	SUB-TOTAL DEFERRED TRANSACTIONS				5,611.95 CR

AMOUNT DUE PREVIOUS STATEMENT	\$	827,942.09 CR
PAYMENTS RECEIVED / DISBURSED	\$	827,942.09
AMOUNT PAST DUE	\$	0.00
CURRENT TRANSACTIONS	\$	13,209.22
AMOUNT DUE 06/09/2009	\$	13,209.22
DEFERRED TRANSACTIONS	\$	5,611.95 CR
TOTAL OBLIGATIONS	\$	7,677.27

NFT SETTLEMENT ON: 06/09/2009

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PAYMENT INQUIRIES:
(348) 512-6900
1224@chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1455 CHURCH ST
DECATUR

GA 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 05/21/09 To 05/27/09
Page: 01

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0013	SALES INCENT	05/28/09	013053042222	650,655.00 CR	
0050	WARRANTY	05/26/09	0905400910	6,856.07 CR	
0100	PARTS	05/16/09	CC00046297		1,475.00 CR
0100	PARTS	05/02/09	CC00000500		175.40 CR
0100	PARTS	05/09/09	CC00000730		1,103.15 CR
0100	PARTS	05/16/09	CC00000527		694.35 CR
0100	PARTS	05/23/09	CC00000131		983.70 CR
0100	PARTS	05/16/09	CC00003101		421.75 CR
0100	PARTS	05/02/09	W 00165300		100.00 CR
0010	DCFS SON LBA	05/26/09	1000026036	456.89	
0010	DCFS SON LBA	05/26/09	1000026037	456.89	
0010	DCFS SON LBA	05/26/09	1000026038	456.89	
SUB-TOTAL CURRENT TRANSACTIONS				656,140.40 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					4,953.35 CR
AMOUNT DUE PREVIOUS STATEMENT				\$ 171,801.69 CR	
PAYMENTS RECEIVED / DISBURSED				\$ 0.00	
AMOUNT PAID DUE				\$ 171,801.69 CR	
CURRENT TRANSACTIONS				\$ 656,140.40 CR	
AMOUNT DUE 06/01/2009				\$ 827,942.09 CR	
DEFERRED TRANSACTIONS				\$ 4,953.35 CR	
TOTAL OBLIGATIONS				\$ 832,895.44 CR	
NET SETTLEMENT ON:				06/01/2009	

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PAYMENT INQUIRIES:
(248) 512-4900
12140chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1455 CHURCH ST
DECATUR

EN 30033-5920

Dealer Code: 26773
Business Center: 66
Week: 05/14/09 To 05/20/09
Page: 01

B/CODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0013	SALES INCENT	05/21/09	013083032236	192,747.00 CR	
0050	WARRANTY	05/19/09	0905300923	3,654.10 CR	
0100	PARTS	04/18/09	C 00148795	2,377.63 CR	
0100	PARTS	04/18/09	CHN0043052	200.00 CR	
0100	PARTS	04/25/09	CHN0043057	200.00 CR	
0100	PARTS	05/18/09	CCN0046287		1,475.00 CR
0100	PARTS	04/18/09	CCN0008222	364.30 CR	
0100	PARTS	04/25/09	CYU0008402	1,238.97 CR	
0100	PARTS	05/02/09	CCN0008500		375.40 CR
0100	PARTS	05/09/09	CCN0008750		1,103.15 CR
0100	PARTS	05/14/09	CCN0008927		694.35 CR
0100	PARTS	04/18/09	CEU0002500	1,711.15 CR	
0100	PARTS	04/25/09	CEU0002100	417.50 CR	
0100	PARTS	05/16/09	CEU0002001		421.75 CR
0100	PARTS	04/25/09	CHN0000000	382.31 CR	
0100	PARTS	04/18/09	CHN0001100	10.75 CR	
0100	PARTS	04/18/09	W 00148795	58.83	
0100	PARTS	05/02/09	W 00148795		100.00
0051	SC CLAIM PD	05/19/09	0905300923	679.00 CR	
0900	SLR TECH CNG	05/20/09	1401213433	1,203.75	
0910	SCPS SCH LIA	05/20/09	1000025494	456.89	
0910	SCPS SCH LIA	05/20/09	1000025495	456.89	
SUB-TOTAL CURRENT TRANSACTIONS				203,727.25 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					3,969.65 CR

AMOUNT DUE PREVIOUS STATEMENT	\$	31,925.56
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAID DUE	\$	31,925.56
CURRENT TRANSACTIONS	\$	203,727.25 CR
AMOUNT DUE 05/20/2009	\$	171,801.69 CR
DEFERRED TRANSACTIONS	\$	3,969.65 CR
TOTAL OBLIGATIONS	\$	175,771.24 CR

NFT SETTLEMENT ON: 05/28/2009

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PAYMENT INQUIRIES:
(248) 512-4900
LL4@chrysler.com

Chrysler Motors LLC Dealer Billing Statement

PREMIER CHRYSLER JEEP DODGE, LLC
1655 CHURCH ST
EVANSTON

CR 30031-5920

Dealer Code: 26773
Business Center: 66
Week: 05/08/09 To 05/13/09
Page: 01

BCODE	DESCRIPTION	DATE	INVOICE	CURRENT	DEFERRED
SUB-TOTAL PAYMENTS RECEIVED / DISBURSED				0.00	
0050	WARRANTY	05/13/09	0905200916	2,332.86 CR	
0100	PARTS	04/18/09	C 00148795		2,377.65 CR
0100	PARTS	04/18/09	CC00045882		200.00 CR
0100	PARTS	04/23/09	CC00043997		200.00 CR
0100	PARTS	04/18/09	CC00008220		364.30 CR
0100	PARTS	04/23/09	CC00008920		1,238.97 CR
0100	PARTS	05/02/09	CC00008800		375.40 CR
0100	PARTS	05/09/09	CC00008720		1,103.15 CR
0100	PARTS	04/18/09	CC00002900		1,711.15 CR
0100	PARTS	04/23/09	CC00002990		417.50 CR
0100	PARTS	04/23/09	CC00005045		302.31 CR
0100	PARTS	04/18/09	CH00001100		10.75 CR
0100	PARTS	04/18/09	W 00160700		50.00 CR
0100	PARTS	05/02/09	W 01108300		100.00 CR
0010	RENTAL CHARGE	05/13/09	020002	920.00	
0051	AC CHAIN TO	05/13/09	0900200910	9,081.61 CR	
0010	RENTAL CHARGE	05/13/09	1000025003	456.00	
SUB-TOTAL CURRENT TRANSACTIONS				10,237.58 CR	
SUB-TOTAL DEFERRED TRANSACTIONS					8,143.35 CR

AMOUNT DUE PREVIOUS STATEMENT	\$	42,163.14
PAYMENTS RECEIVED / DISBURSED	\$	0.00
AMOUNT PAID DUE	\$	42,163.14
CURRENT TRANSACTIONS	\$	10,237.58 CR
AMOUNT DUE 05/18/2009	\$	31,925.00
DEFERRED TRANSACTIONS	\$	8,143.35 CR
TOTAL OBLIGATIONS	\$	23,781.65

PAYABLE TO: CHRYSLER MOTORS CO. LLC
OVERSIGHT TO: B OF A, 51514 COLLECTION CENTER DR,
CHICAGO, IL 60693

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PAYMENT INQUIRIES:
(248) 512-4200
1LL40chrysler.com

12044311360

EXHIBIT C



CHRYSLER

Electronic Funds Transfer
Authorization

DAP-17

(Rev. 11-97)

12044311361

BC/DEALER CODE NUMBERS: 06 — 28773

DEALER FIRM NAME: PREMIER CHRYSLER JEEP DODGE, LLC

D/B/A NAME (IF APPLICABLE):

SALES ADDRESS: 1888 CHURCH ST

CITY, STATE, ZIP: DECATUR GA 30033-0820

EFT CONTACT PERSON: Stephanie Champ

EFT CONTACT TELEPHONE NUMBER: EXT.

EFT CONTACT E-MAIL ADDRESS: Stephanie.Champ@comcast.net

The undersigned hereby:

Authorizes Chrysler Motors LLC to make or withdraw (Direct Debit or Direct Credit) electronic funds transfers to or from the undersigned's EFT account using the following current information:

EFT Institution's ABA #: (Circle from bank card, must be 9 digits)

EFT Account #:

Name of EFT Institution: Wachovia Bank

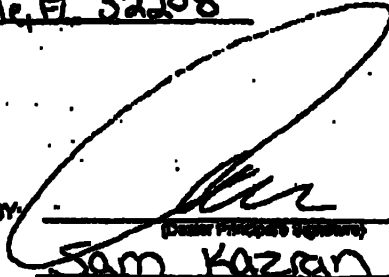
Street Address: 1336 Edgewood Ave

City, State, ZIP: Jacksonville, FL 32208

CHANGE IN EFT INSTITUTION ☒PLEASE RETURN TO THE BUSINESS CENTER WHEN
COMPLETING THE FOLLOWING TYPES OF AGREEMENTS:

Close Open Point Package
Buy/Sell Package
100% Stock Transfer
Change Legal Entity

IF PROCESSING A BANK CHANGE ONLY
FAX TO DEALER CENTER AT: 846-875-0888

BY: 
(Dealer Principal's Signature)
Sam Kazan
Manager/Member/CEO
5/18/2009
(Date)

1885 CHURCH STREET
DECATUR, GA 30031-6800
878-695-6800
878-695-3880

PREMIER CHRYSLER
JEE[®] DODGE

Fax

To: USA LITAKER

From: STEPHANIE

Fax: 248-578-0552

Page: 2

Phone:

Date: 05/18/2009

Re: BANK CHANGE

cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments

Hi Lisa,

Please let me know that you received this fax, also, do you know how long it typically takes to process the change in financial institution?

Thank you for your assistance in the matter.

Sincerely,

Stephanie Champ

(804) 723-3210 x 124

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

**BANK OF AMERICA, N.A.,
PLAINTIFF,**

v.

**PREMIER CHRYSLER, JEEP, DODGE, LLC,
SUMMIT AUTOMOTIVE GROUP, LLC, AND
GWINNETT, LLC,**

DEFENDANTS.

CIVIL ACTION FILE

No. 08A08973-1

CERTIFICATE OF SERVICE

I, *Garrett A. Nail*, certify that I am over the age of 18 and that, on April 15, 2010, I served a copy of the foregoing on the following persons or entities at the addresses and by the methods stated below:

Via U.S. Mail: Robert Kiser, Esq. Kiser & Green 3915 Harrison Road, Suite 500 Loganville, GA 30052	Via U.S. Mail: William A. DuPré IV Paul M. Alexander Christopher M. Walsh Miller & Martin 1170 Peachtree Street, N.E., Suite 800 Atlanta, Georgia 30309
Via U.S. Mail: Thomas T. Tate James C. Joedecke, Jr. Andersen, Tate & Carr, P.C. One Sugarloaf Centre 1960 Satellite Boulevard, Suite 4000 Duluth, GA 30097	Via U.S. Mail: Walter D. Moody, Jr., Esq. 4651 Salisbury Road, Suite 4024 Jacksonville, Florida 32256



Garrett A. Nail

12044311363

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Case No. 3:08-bk-06655-JAF
Chapter 11

PREMIER AUTOMOTIVE ON
ATLANTIC, LLC,

Debtor. /

AFFIDAVIT OF IRA SILVER

BEFORE ME, the undersigned authority, personally appeared Ira Silver, who being duly sworn, deposes and says:

1. I am over the age of twenty-one (21) and have personal knowledge of the matters addressed in this affidavit.

2. I am an accountant with the firm of Morrison, Brown, Argiz & Farra, LLP, certified public accountants and consultants to Vernon G. Buchanan ("Buchanan"). In such position I have knowledge of the matters set forth below.

3. Over the years, Buchanan has been involved in a number of business relationships and transactions with Sam Khazrwan a/k/a Sam Kazran ("Kazran") and his various business entities, including the Debtor herein, Premier Automotive on Atlantic, LLC ("Premier Atlantic"), and Premier Automotive at the Avenues, LLC ("Premier Avenues").

4. Premier Atlantic and Premier Avenues operated two (2) Kia dealerships, both managed by Kazran, managing member of the Debtor. Kazran also operated and is managing member of, among other entities, a Hyundai Dealership (11-2001, LLC), Premier Chrysler Jeep Dodge, LLC and a management company, Infiniquist, LLC.

12044311364

12044311365

5. During the period of time from January 17, 2008 to July 14, 2008, Buchanan made several loans to Premier Atlantic and Premier Avenues, in the aggregate principal amount of \$2,500,000, which loans were only to be used by the Kia dealerships for its working capital purposes and to fund the acquisition of the location for Premier Atlantic (the "Loans"). The Loans are more specifically set forth in the Proof of Claim Buchanan previously filed in the above-styled bankruptcy case (Claim No. 16) and exhibits thereto.

6. Pursuant to the terms of the Interim Loan and Interest Purchase Agreement under which Buchanan loaned the \$2,500,000.00 to the Kia dealerships (the "Working Capital Agreement"), a copy of which is attached hereto as Exhibit "A," the loan proceeds were "to be used solely to provide the working capital needs of each Seller's [Premier Automotive's and Premier Avenues'] respective dealership as required by the manufacturer [Kia Motors]."

7. After Buchanan advanced the Loans, however, he discovered that Kazran, in violation of the terms of the Working Capital Agreement, diverted a substantial portion of the Loans to automobile dealerships owned and managed by Kazran other than the two (2) Kia dealerships for which the Loans were intended, as well as Infiniquist, LLC.

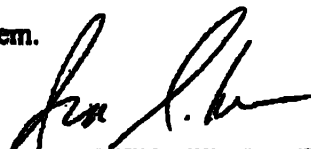
8. More particularly, on July 30, 2008, I inquired of Gayle Lephardt (who I believe was the Comptroller for the Debtor and Kazran's other entities) and of Kazran, to verify the Loans and how they were recorded. Ms. Lephardt forwarded the email request to Samuel R. Odorn, the accountant for the Debtor and Kazran's other entities. Mr. Odorn replied on August 15, 2008, stating that: "I saw the 1.5 [million dollars] and it was put into Atlantic *and moved to the other stores* along with the \$500,000 in my previous email." A true and correct copy of the email exchange is attached hereto as Exhibit "B."

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9. On August 14, 2008, Mr. Odom provided to me the "Atlantic Kia Net Investment detail" (the "Detail"), a true and correct copy of which is attached hereto as Exhibit "C." As reflected in the Detail, the Debtor received the first \$1,500,000 from Buchanan on January 17, 2008. Shortly thereafter, on January 28, 2008, the Debtor transferred \$350,000 to "Dodge" (Gwinnett, LLC), and \$600,000 to "PDJD" (Premier Chrysler Jeep Dodge, LLC). The Detail also reflects that the Debtor transferred the additional sum \$200,000 to "Hyundai" (11-2001, LLC) on April 1, 2008.

10. Mr. Odom also furnished to me a statement of various transfers the Debtor made during the period between January 9, 2008 and July 30, 2008 (the "Statement"), a true and correct copy of which is attached hereto as Exhibit "D." According to the Statement furnished by Mr. Odom, the Debtor made transfers to "Hyundai" (11-2001, LLC) totaling \$647,949.09 and "Infiniquet" (Kazran's management company) totaling \$1,500,000.00.

11. Upon further inquiry, Kazran told me that he had caused Premier Atlantic to disburse and transfer a substantial portion of the proceeds of the Loans to his other affiliated companies including Gwinnett, LLC, 11-2001, LLC and Infiniquet, LLC. My understanding is that these affiliated companies did not give Premier Atlantic anything of value in return for the proceeds of the Loans that were transferred and disbursed to them.


IRA SILVER

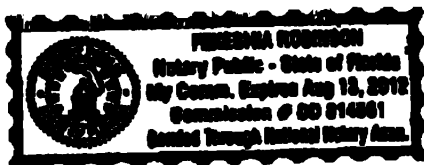
STATE OF FLORIDA)

COUNTY OF Orange)

Sworn to and subscribed before me this 02 day of April, 2009. Such person did take an oath and: *(Notary must check applicable box).*

- ☐ is/are personally known to me.
- ☒ produced a current Florida driver's license as identification.
- ☐ produced _____ as identification.

(Notary Seal must be affixed)



Fekeshia Robinson
SIGNATURE OF NOTARY
Fekeshia Robinson
Name of Notary (Typed, Printed or Stamped)

Commission Number DD 814501
(if not legible on seal)

My Commission Expires: August 13, 2012
(if not legible on seal)

ND: 4810-6245-8883. v. 1

INTERIM LOAN AND INTEREST PURCHASE AGREEMENT

This Interim Loan Interest Purchase Agreement (this "Agreement") is effective as of the 17 day of January, 2008, among Premier Automotive on Atlantic, LLC, ("Atlantic") and Premier Automotive at the Avenues, LLC, ("Avenues"), each a Florida limited liability company by and through their sole member Sam Kazran (also known as Sam Khazrwan - herein, "Kazran"), also acting and contracting individually, Vernon Buchanan ("Buchanan"), 1089 Management Co., L.L.C., a Florida limited liability company (the "Series Class A Buyer") whose sole member is Buchanan, and Auto Central Services, Inc., a Florida corporation (the "Series Class B Buyer"). The Series Class A Buyer and the Series Class B Buyer are individually referred to as a "Buyer" and collectively referred to herein as the "Buyers." Atlantic and Avenues are individually referred to as "Seller" and collectively referred to as the "Sellers." Atlantic, Avenues, Kazran, Buchanan, 1089, and the Buyers are collectively referred to as the "Parties." Capitalized terms not otherwise defined herein have the meaning ascribed to them by the form of Amended and Restated Operating Agreements of Atlantic and Avenues, respectively, each an "Operating Agreement", as the context may require, to be dated effective as of the Closing Date (as hereinafter defined). A copy of each Operating Agreement is attached as Exhibit A.

Background

The Buyers have agreed to purchase membership interests in each of Atlantic and Avenues upon receipt of the approval of Bank of America, N.A., the lender to

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the Sellers ("Lender Approval") based on the conditions set forth herein. Effective on the Closing Date (as hereinafter defined), the Series Class A Buyer will purchase a Series Class A Interest in each Seller representing a 25% Percentage Interest and 25 Units. Effective on the Closing Date, the Series Class B Buyer will purchase a Series Class B Interest in each Seller. The Series Class A Interests and the Series Class B Interests are referred to herein collectively as the "LLC Interests". Accordingly, in consideration of the premises and the mutual covenants contained below, and other good and valuable consideration, the Parties agree as follows:

Terms

1. Interim Loan. Effective on the date hereof, Buchanan agrees to loan \$1,500,000 (the "Loan Principal Amount") and the Discretionary Loan to Atlantic, Avenues and Karmu, as co-borrowers (the "Borrowers") to be used solely to provide the working capital needs of each Seller's respective dealership as required by the manufacturer (collectively the "Working Capital Loan"). Buchanan may, in his sole and absolute discretion, loan up to an additional \$1,000,000 to the Borrowers on the same terms and conditions as provided below (the "Discretionary Loan"). Upon no less than one (1) business day written notice to Buchanan, the Working Capital Loan will be funded simultaneous with the closing of the purchase of two dealerships the Sellers are acquiring from Asbury Auto Group. The Working Capital Loan shall bear interest from time to time at the thirty (30) day LIBOR rate plus one hundred fifty (150) basis points until delivery of the Default Notice (as defined below) and thereafter at the maximum rate permitted by law beginning with the date of delivery of the Default Notice until repaid or applied as provided

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herein. The Series Class A Buyer, the Series Class B Buyer, and the Sellers recognize and agree that Lender Approval is required before the Buyers can be admitted as members in the respective company. Kasran agrees to immediately seek, and obtain within 45 days of the date of this Agreement, Lender Approval, which can not contain a requirement that any of the Buyers or their owners or affiliates must guarantee any indebtedness of the Sellers, and none of the loans by such lender to a Seller can be cross-defaulted or cross-collateralized with loans to any other dealership (other than the other Seller) in which Kasran has a financial interest, directly or indirectly (a "Stand-Alone Financing"). Following receipt of Lender Approval and notification to the Buyers of such approval, Sellers shall have an additional fifteen (15) days in which to close the Stand-Alone Financing, and upon such refinancing event occurring it shall be treated as the "Closing Date". On the same day as the Closing Date the Buyers will be deemed to have purchased their Interests in the Sellers as provided herein. If the Closing Date has not occurred within 60 days from the date hereof, the Sellers and Kasran shall be in default in their obligation to obtain Lender Approval and to effectuate the Closing Date. Upon the first to occur of the failure to obtain Lender Approval within 45 days or to meet the Closing Date deadline, Sellers and Kasran will then have 48 hours after delivery of written notice (the "Default Notice") from Buchanan in which to retire the Working Capital Loan with interest. If Sellers and Kasran fail to retire the Working Capital Loan within 48 hours after delivery of the Default Notice, then Buchanan shall have the option and right to purchase all of Kasran's Interests in

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the Sellers for \$250,000 by delivery to Kazran of notice of that effect and then by payment of the \$250,000 purchase price to Kazran within five (5) business days thereafter. Upon delivery of payment of the purchase price, title to Kazran's Interests shall automatically vest in Buchanan. Following the purchase of Kazran's Interests in the Sellers, the Buyers and 1099 shall use commercially reasonable efforts to remove Kazran from any personal guarantees on any indebtedness owed by the Sellers. If Buchanan does not purchase the Kazran Interests as provided above, he may sue the Sellers and Kazran to collect the Working Capital Loan plus all accrued and unpaid interest thereon. In the event Buchanan sues to collect the Working Capital Loan, he shall be entitled to reasonable attorney fees and other costs of collection.

2. Purchase and Sale of the LLC Interests. The Buyers hereby agree to purchase the LLC Interests from Atlantic, and Avenues, respectively, on the Closing Date. Kazran, in his capacity as Managing Member of each company, agrees that the Buyers will be admitted as Members in each of Atlantic and Avenue effective on the Closing Date (the "Effective Date"). Each of Atlantic and Avenues hereby agree to sell its respective portions of the LLC Interests to the Buyers free and clear of all liens and encumbrances, for the consideration specified in Section 3.

3. Purchase Price. The purchase price for both Series Class A Interests will be satisfied by converting \$500,000 of the outstanding Loan Principal Amount portion of the Working Capital Loan into equity with the Series Class A Buyer paying any remaining balance due, if any, in cash. The purchase price for both

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Series Class B Interests is \$2,000,000, payable by applying the remaining principal balance of the Working Capital Loan (after first applying a portion to the purchase of the Series Class A Interests). The remaining balance of the purchase price for the Series Class B Interests will be paid to provide equity requirements for the subsequent purchase of real property on which the Sellers intend to locate their dealerships. Before the Series Class B Buyer will be obligated to fund any portion of the unpaid purchase price for the Series Class B Interests, however, the Managing Member shall first obtain the consent of the Series Class B Buyer as to the proposed site where the Sellers dealerships are to be located. If the Series Class B Buyer approves the proposed site, then the Managing Member shall provide a copy of the proposed purchase agreement for the property for review and comment by the Series Class B Buyer before its execution by a Seller, which review and comment will be done promptly and in good faith. If the purchase agreement is accepted and financing is obtained, the Series Class B Buyer will provide the equity requirements for the proposed purchase at or before the loan closing, but only to the extent of the unpaid balance of the purchase price for the Series Class B Interests.

The parties hereto agree that, although the Operating Agreement for each company reflects that the capital contribution for a Series Class A Interest is \$250,000 and that the capital contribution for a Series Class B Interest is \$1,000,000, it is the intention that Kazran may change the relative capital contributions allocations between the companies for the applicable Interest purchased (but may not change the overall purchase price allocation for the Series

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Class A Interests and the Series Class B Interests) in order to reflect the actual funding requirements. Thus, for example, Kasran may, but is not required to, provide that the capital contribution for the Series Class B Interest in Atlantic is \$1,750,000 and the capital contribution for Avenues is \$250,000 (thus, \$2,000,000 in total for both Series Class B Interests), but the Parties further understand and agree that in determining the Preferred Return payable to the Series Class B Buyer pursuant to each Operating Agreements, the Preferred Return provisions of each Operating Agreement shall be integrated and treated as one overall Preferred Return to the Series Class B Buyer. Consequently, if there is a default in payment of the Preferred Return due the Series Class B Buyer by either of Atlantic or Avenues, then both Sellers shall be in default of their obligations under their respective Operating Agreement, and the Series Class B Buyer shall have all of the remedies provided in the Operating Agreements as though they were construed as one agreement covering both dealerships. Kasran represents and agrees that he shall guarantee the payment of the Preferred Return and the return of the capital contributions made by the Corporate Member.

4. Delivery of LLC Interests and other Documents.

On the Closing Date, Atlantic and Avenues will deliver evidence of Lender Approval, and the LLC Interests to the Buyers as evidenced by delivery of signed counterparts of each Operating Agreement. Kasran shall deliver an executed Exhibit B.

5. Representations and Warranties of Atlantic and Avenues. Each of Atlantic and Avenues, through Kazran, and Kazran (who owns all of the membership interests in Sellers), represent and warrant to the Buyers as of the date hereof which are to be ratified on the Closing Date by delivery of Exhibit B hereto as follows:

a. Each is a limited liability company duly organized, validly existing and in good standing under the law of the State of Florida and has all requisite power and authority to own, operate and lease its properties and to carry on its business as now being conducted and to enter in this Agreement and to perform its obligations hereunder. The Articles of Organization of each company, a copy of which have been delivered to Buyer, is complete and correct. This Agreement constitutes the legal, valid and binding obligation of each of Atlantic and Kazran, respectively, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

b. Upon consummation of the transactions contemplated by this Agreement, the only outstanding interests in Atlantic and Avenues will be set forth on Exhibit A to each Operating Agreement and such interests will be duly authorized validly issued, fully paid and non-assessable. Except as contemplated by this Agreement, each company will not have any outstanding or authorized subscriptions, options, warrants, calls, rights, commitments or any other agreements of any character obligating it to issue any interests or any other

securities convertible into or evidencing the right to purchase any Interests. The LLC Interests will constitute (i) a Series Class A Interest in the respective company with a Percentage Interest of 25% and 25 Units and a Series Class B Interest in the respective Company. Kasran agrees that neither Atlantic nor Avenue will increase its Units nor cause the issuance of any Series that would result in the dilution of either Buyer's economic interest or Units without such Buyer's consent.

c. Neither Atlantic nor Avenue owns, beneficially or of record, any shares of capital stock of, or hold any other equity interest in, any person, corporation or other entity, and except for each Operating Agreement there are no contracts or agreements between either of such Seller's and Kasran or an Affiliate of Kasran's.

d. Each Atlantic and Avenue has duly filed with the appropriate Federal, state, local and other governmental agencies, all tax returns and reports required to be filed that are of a material nature, or would result in a material liability if not filed; such returns and reports are accurate and complete in all material respects; and each limited liability company has paid or will pay in full or made adequate provisions for all taxes, interest, penalties, assessments or deficiencies shown to be due on such tax returns and reports or claimed in writing to be due by any taxing authority or otherwise due and owing. Neither Atlantic nor Avenue is a party to any pending action or proceeding, nor, to the knowledge of Kasran, is any action or proceeding threatened by any governmental authority for assessment or collection of taxes and no claim for assessment or collection of taxes

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has been asserted against either limited liability company. Each of Atlantic and Avenues has been treated as a disregarded for federal income tax purposes and upon consummation of the transactions contemplated by this Agreement each company will be treated as a partnership.

a. Neither of the Sellers nor Kaxran will take any action that will result in a sale of, or cessation of ownership of, the Series Class A Member's Interests in each Seller for five years after the Closing Date.

6. Representations and Warranties of the Buyers. The Buyers represent and warrant to each of Atlantic and Avenues on the date hereof and as of the Closing Date as follows:

a. The Buyer is acquiring the LLC Interests for its own account and not with a view to its distribution or resale.

b. (i) the Buyer, either directly or through the due diligence efforts of his agents and representatives which Buyer will acknowledge he has consulted, is knowledgeable as to each of Atlantic's and Avenues's financial affairs, prospects and conditions and has investigated the prospects of each dealership to be owned by such limited liability company and has completed its investigation, (ii) the Buyer and its attorneys, accountants or other representatives have had access to or received all documents that they have requested relating to Buyer's continued investment in each of Atlantic and Avenues, and have been provided answers to all of Buyer's questions concerning such investment and, as a result, Buyer understands the legal, economic and tax aspects of such investment, (iii) Buyer

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understands that Atlantic and Avenues are new companies with no operating experience and each is purchasing its assets in connection with this Agreement.

c. In evaluating the suitability of an investment in each of Atlantic and Avenues, the Buyer has not relied upon any representations or other information (whether oral or written) furnished to him by any person purporting to represent either company, except those specifically set forth in this Agreement.

d. The Buyer recognizes that an investment in each of Atlantic and Avenues involves a high degree of risk. The Buyer further represents and warrants that:

(i) its is acquiring the LLC Interests after adequate investigation of the business and prospects of each of Atlantic and Avenues and that it is fully informed of such business and prospects and Buyer is experienced in automobile dealerships and Atlantic's and Avenues's dealerships;

(ii) its is not relying upon the accuracy of any projections or predictions as to the future productivity, prospects or developments of each of Atlantic and Avenues, and acknowledges that any such projections are based solely upon its judgment in the light of present circumstances and do not constitute warranties by any person, and that neither Atlantic, Avenues, nor any other person has induced Buyer to purchase the LLC Interests;

(iii) its is familiar with the nature of and risks involved with an investment in securities, and has determined that the acquisition of the LLC

Interests is consistent with its investment or business objectives and income prospects;

(iv) its is aware that no public trading market for either LLC Interest presently exists and might not exist in the future;

(v) its has adequate net worth and means of providing for its current needs and contingencies if it sustains a complete loss of its investment in both of Atlantic and Avenues, and it has no need for liquidity in either investment;

(vi) it has been advised and fully understands that an investment in Atlantic and Avenues are highly speculative and involves a high degree of risk; and

e. The Buyer is acquiring each LLC Interest without being furnished any offering literature or prospectus.

f. The Buyer further represents that it or its principal has such knowledge and experience in financial matters that it is capable of evaluating the merits and risks of an investment in each of Atlantic and Avenues.

g. Each Buyer is organized under Florida law.

h. Buyer acknowledges and agrees that the offer of and agreement to the sale of each LLC Interest have all occurred only in Florida.

i. Buyer and his representative have reviewed the Articles of Organization and Operating Agreement of each of Atlantic and Avenues.

7. Transfer Legend. Buyers consent to the following or substantially similar legend on its copy of each Operating Agreement and on any certificate

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evidencing its interest in each company. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE FEDERAL ACT AND VARIOUS APPLICABLE STATE LAWS. IN ADDITION, THE TRANSFER OF THE SECURITIES IS SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT. THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE OPERATING AGREEMENT. FURTHER, THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED UNLESS SUCH TRANSFER IS UNDER CIRCUMSTANCES WHICH, IN THE OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE COMPANY, DO NOT REQUIRE THAT THE SECURITIES BE REGISTERED UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR SUCH TRANSFER IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS.

8. Construction Company. The Parties agree that an affiliate of 1099 (a "Construction Affiliate") will be offered the right to construct or reconstruct any

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improvements to Seller's premises for cost plus 10% with such work to be awarded to the Construction Affiliate so long as its written proposal does not exceed 10% of the average of at least two other competitor's bids from recognized construction companies that are not affiliated with each other. In addition, in the event that the Construction Affiliate's proposal is too high, the Construction Affiliate will have the right of first refusal to match any competitor's bid that a Seller or Kasran decides to accept.

9. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successors and assigns.

b. Neither this Agreement nor any terms or provisions of this Agreement may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed a single instrument, and shall be effective as of the date when one or more counterparts have been signed by each of the parties and delivered to the other parties. To facilitate execution and delivery of this Agreement, the parties hereto may exchange counterparts of the executed signature pages by facsimile transmission or other electronic transfer method, and all such signatures shall be deemed originals for all purposes hereunder.

d. This Agreement shall be construed and enforced in accordance with the laws of Florida.

e. Each party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement.

f. The headings to the various sections of this Agreement are inserted only for the convenience of reference and are not intended, nor shall they be construed, to modify, define, limit or expand the intent of the parties expressed in the Agreement.

10. Legal Counsel. Kazran and the Buyers acknowledge that each has had the opportunity to have this Agreement reviewed by counsel and Kazran and Buyers have participated equally in the final wording of this Agreement, and in the event of any dispute regarding the meaning of any of the terms here, such terms shall not be construed against one party or other by virtue of being a drafting party. This Agreement shall not be construed more strongly against either party because of such party's participation in drafting and preparation hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
the date first above written.

Premier Automotive at the Avenue LLC

By: _____

Sean Kaurin

Premier Automotive on Atlantic, LLC

By: _____

Sean Kaurin

Sean Kaurin, Individually

Vernon Buchanan

1000 Management Co., LLC

By: _____

as its: _____

Auto Central Services, Inc.

By: _____

as its: _____

1845419318

Silver, Ira

From: Samuel R. Odom [SRO@MBWCPA.com]
Sent: Friday, August 15, 2008 7:28 AM
To: Silver, Ira
Subject: Fw: Vern Buchanan - Loans

I did not see 1.8 million come through on the bank. I saw 1.5 and it was put into Atlantic and moved to the other stores along with the \$500,000 in my previous email. The \$400,000 was used to purchase the land at Premier Atlantic Properties. I have asked Josh to get me a closing statement and escrow info from the attorney.

Samuel R. Odom, CPA
Masters, Smith & Wisby, P.A.
Certified Public Accountants and Business Consultants
4811 Beach Blvd., Ste. 300
(904) 398-2922 ext. 108 toll free
(904) 398-1815 fax
sro@mbwcpa.com

IRS regulations require us to notify you that this communication (including any attachments) was not intended or written to be used, and cannot be used, by you as the taxpayer, for the purpose of avoiding penalties that the IRS might impose on you.

From: g lephart [mailto:]
Sent: Thu 8/14/2008 4:47 PM
To: Samuel R. Odom
Subject: Fw: Vern Buchanan - Loans

Gayle Lephart
Premier Auto Group
cell
office 904-354-1224

--- On Wed, 7/30/08, Silver, Ira <isilver@mbwcpa.com> wrote:

From: Silver, Ira <isilver@mbwcpa.com>
Subject: Vern Buchanan - Loans
To: "Gayle Lephart" () < >, "Sam Kazran"
< >, "John Tosch" <john@buchananautogroup.com>
Date: Wednesday, July 30, 2008, 10:29 AM

Gayle, please verify these loans and to which entity were they made , and how were they recorded --

January 17, 2008 - \$ 1,800,000

9/24/2008

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Feb 19, 2008 - \$ 500,000

July 18, 2008 - \$ 400,000

Thank you.. Your prompt attention is appreciated.



Ira Silver (bio) | *Sharing the Vision™*

Ira Silver | Partner

isilver@mbafcpa.com | www.mbafcpa.com

Morrison, Brown, Argiz & Farra, LLP

Certified Public Accountants & Consultants

200 South Orange Avenue, Suite 1445, Orlando, FL 32801

T 407-237-3800 X 9401 | F 407-237-3801

Internal Revenue Service Circular 230 Disclosure

Pursuant to Internal Revenue Service Circular 230 we hereby inform you that any tax advice set forth herein with respect to U.S. federal tax issues was not intended or written by Morrison, Brown, Argiz & Farra LLP to be used and cannot be used by you or any taxpayer for the purpose of avoiding any penalties that may be imposed on you or any other person under the Internal Revenue Code.

9/24/2008

12044311384

Silver, Ira

From: Samuel R. Odom [SRO@MSWCPA.com]
Sent: Thursday, August 14, 2008 4:38 PM
To: Silver, Ira
Subject: Atlantic Kia Net Investment

Attachments: CAP ATL KIA.XLS



CAP ATL KIA.XLS
(15 KB)

Ira,
Here is the Atlantic Kia Net Investment detail.

Samuel R. Odom, CPA
Masters, Smith & Wisby, P.A.
Certified Public Accountants and Business Consultants
4811 Beach Blvd., Ste. 300
(866) 396-2202 ext. 105 toll free
(904) 398-1315 fax
sro@mswcpa.com

IRS regulations require us to notify you that this communication (including any attachments) was not intended or written to be used, and cannot be used, by you as the taxpayer, for the purpose of avoiding penalties that the IRS might impose on you.

ACCOUNT 5331E BANK OF AMERICA CAP LOAN

11	BRIDGELOAN	08/28/00	500000	BANK OF AMERICA CAP LOAN	(700,000.00)
11	COMBLOAN	1/31/2000	500000	500000.00	
11	COMBLOAN	2/27/2000	500000	500000.00	
11	COMBLOAN	3/24/2000	500000	500000.00	
11	5331-1A5	5/12/2000	500000	500000.00	
11	5331-3A5	6/15/2000	500000	500000.00	
11		6/30/2000	500000	500000.00	
				<u>1,500,000.00</u>	

ACCOUNT 5331C PAID IN CAPITAL SAM - BURN BALANCE *

11	OPENING	1/8/2000	500000	(40,000.00)	SAM CONTRIBUTIONS
11	DEPOT11700A	1/7/2000	500000	(200,000.00)	SAM CONTRIBUTIONS
17	201	3/1/2000	500000	(50,000.00)	SAM CONTRIBUTIONS
17	201	3/1/2000	500000	(72,000.00)	SAM CONTRIBUTIONS
17	201	3/1/2000	500000	(10,000.00)	SAM CONTRIBUTIONS
				<u>(720,000.00)</u>	

AC CO	UNT 5331D	VERN CAPITAL	* OF		
11	WIRE011700	5/17/2000 5000		(1,500,000.00)	VERN CONTRIBUTION
11	WIRE0200	02/09/2000 5000		(300,000.00)	VERN CONTRIBUTION
		TOTAL		<u>(1,800,000.00)</u>	

11	WIRE012000	12/29/2000	200,000.00	DODGE	
11	WIRE012000	12/29/2000	600,000.00	PCJD	
6	1010	02/11/2000 5000	1,305.17	ERIC K-HARAVAN	PRIG
6	1030	02/13/2000 5007	25,000.00	SAM PAYMENT	
6	1031A	02/13/2000 5110	25,000.00	SAM PAYMENT	
6	1200	03/15/2000 5004	25,000.00	SAM PAYMENT	
6	1441	04/03/2000 5000	25,000.00	SAM PAYMENT	
6	1711	04/03/2000 5000	25,000.00	SAM PAYMENT	
6	2000	05/03/2000 5000	25,000.00	SAM PAYMENT	
6	2212	06/11/2000 5000	3,001.72	SAM PAYMENT	
6	2623	07/08/2000 5000	25,000.00	SAM PAYMENT	
17	220P	04/01/2000 5000	200,000.00	HYUNDAI	
18	220P	04/01/2000 5000	250,000.00	ATLANTIC	
6	1120		10,000.00	1000 MANAGEMENT DODGE PAYMENT TO VERN	
		TOTAL	<u>1,500,000.00</u>		

AC CO UNT 5331V VERN DISTRIBUTION * OF

6	1200	03/10/2000 5004	10,000.00	VERN BUCHANAN	MARC H 2000 P
6	1203	03/10/2000 5000	10,000.00	VERN BUCHANAN	MARC H 2000 P
6	1423	04/01/2000 5004	10,000.00	VERN BUCHANAN	
6	1602	05/13/2000 5003	10,000.00	1000 MANAGEMENT CO. MON MLY DIST	
6	1707	04/03/2000 5003	10,000.00	1000 MANAGEMENT CO. MONT	
6	2000	07/20/2000 5000	10,000.00	1000 MANAGEMENT CO. MONT	
		TOTAL	<u>60,000.00</u>		

DRAWN

INVESTMENTS

NET INVESTMENT

1,500,000.00

(60,000.00)

(1,440,000.00)

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ATLANTIC

PBC

DATE AMOUNT COMPANY

DATE	AMOUNT	COMPANY
1/9/2008	700,000.00	SAM
1/17/2008	250,000.00	SAM
1/17/08	1,500,000.00	VERN
1/22/2008	-1,000,000.00	INFINQUEST
1/23/2008	-400,000.00	INFINQUEST
1/24/2008	-57,949.09	HYUNDAI
1/29/2008	-100,000.00	HYUNDAI
1/29/2008	-100,000.00	HYUNDAI
2/1/2008	200,000.00	HYUNDAI
2/7/2008	-100,000.00	HYUNDAI
2/7/2008	300,000.00	SAM
2/11/2008	-100,000.00	HYUNDAI
2/20/2008	-200,000.00	HYUNDAI
2/20/2008	500,000.00	VERN
2/21/2008	-200,000.00	AVE
2/25/2008	-200,000.00	INFINQUEST
2/25/2008	-100,000.00	HYUNDAI
3/5/2008	-100,000.00	HYUNDAI
3/18/2008	-100,000.00	HYUNDAI
3/18/2008	-100,000.00	HYUNDAI
3/20/2008	150,000.00	HYUNDAI
3/21/2008	50,000.00	AVE
3/28/2008	10,000.00	HYUNDAI
4/1/2008	-100,000.00	AVE
4/7/2008	50,000.00	AVE
4/8/2008	-25,000.00	HYUNDAI
4/8/2008	100,000.00	INFINQUEST
4/16/2008	-50,000.00	AVE
4/17/2008	20,000.00	AVE
4/21/2008	-20,000.00	AVE
4/22/2008	-67,000.00	AVE
4/22/2008	67,000.00	AVE
4/23/2008	20,000.00	AVE
4/28/2008	-88,545.00	AVE
4/28/2008	-25,000.00	HYUNDAI
4/29/2008	-100,000.00	HYUNDAI
4/30/2008	-75,000.00	HYUNDAI
5/1/2008	-200,000.00	HYUNDAI
5/1/2008	150,000.00	HYUNDAI
5/7/2008	-50,000.00	AVE
5/8/2008	-50,000.00	HYUNDAI
5/9/2008	-15,000.00	AVE
5/21/2008	75,000.00	HYUNDAI
5/27/2008	-100,000.00	AVE
5/28/2008	-75,000.00	AVE
5/29/2008	-75,000.00	AVE
6/8/2008	-100,000.00	AVE
6/17/2008	100,000.00	HYUNDAI
6/18/2008	50,000.00	HYUNDAI
6/19/2008	100,000.00	HYUNDAI
6/20/2008	30,000.00	SAM
6/23/2008	100,000.00	HYUNDAI
6/24/2008	200,000.00	HYUNDAI
6/27/2008	90,000.00	HYUNDAI
6/30/2008	-20,000.00	AVE

Premier
350,000 - DodgeSam's
Agent Group

VERN	2,000,000.00
HYUNDAI	-847,949.09
AVE	-708,545.00
INFINQUEST	-1,500,000.00
SAM	1,430,000.00
	573,505.91

Reflects
608,545.91

✓ Agrees

12044311387

ATLANTIC

7/1/2008	-50,000.00 AVE
7/3/2008	-10,000.00 HYUNDAI
7/11/2008	150,000.00 SAM
7/14/2008	-50,000.00 HYUNDAI
7/18/2008	-100,000.00 HYUNDAI
7/18/2008	-80,000.00 HYUNDAI
7/23/2008	-100,000.00 HYUNDAI
7/30/2008	75,000.00 AVE
	573,500.91

12044311388